



MINUTES

Building and Property

September 10, 2013
Jury Assembly Room
Lower Level, Courthouse Annex

MEMBERS PRESENT: Supervisors Mike Behnke, Russ Bousley, Mike Cassidy, Vilas Schroeder, and Bill Walker

MEMBERS EXCUSED:

OTHERS PRESENT: Deputy County Clerk BobbieJean Borkowski, Facilities Director John Machnik, John Seaborg and Bunting Architects, LLC, Administrator Ellen Sorensen, and Eagle Herald

1. Call to order

Chair Behnke called the meeting to order at 9:00 a.m.

2. Agenda

Motion (Cassidy/Walker) to approve agenda as amended. Motion carried.

3. Public Comment

None

4. Minutes

Motion (Walker/Bousley) to approve minutes of August 13, 2013. Motion carried.

5. Used Motor Pool Vehicle Designated to UW Extension

Motion (Bousley/Schroeder) to recommend County Board approve designating a used motor pool vehicle to UW Extension. Motion carried.

6. Allow MCABI Utilize the County Board Conference Rooms for Office Space

Motion (Schroeder/Walker) to recommend County Board allow MCABI to utilize the County Board conference rooms for office space and storage. Motion carried.

7. Handicap Access Amenities at Peshtigo Highway Shop

Motion (Schroeder/Cassidy) to approve installation of handicap access amenities to the Peshtigo Highway office entrance. Motion carried.

8. Proposals for Construction of Peshtigo Highway Shop

Motion (Bousley/Cassidy) to approve awarding Seaborg and Bunting for design and supervision of construction of offices at the Peshtigo Highway shop at a cost of \$2,287.50. Motion carried. Exhibit A

9. Extend Agreement with Johnson Controls for HVAC Services

Motion (Schroeder/Cassidy) to recommend County Board extend Johnson Controls agreement for HVAC services for a period of one year at a cost of \$39,738.00 with the addition of services for all Highway buildings at an additional cost of \$15,782.00, subject to Corporation Counsel approval. Motion carried. Exhibit B

10. RFP for Electrical System Updates in County Buildings

Discussion only.

There were three firms contacted. Look to start with thermal imaging. The cost will be under \$5,0000, no RFP needed.

11. Repair Rusted Vents in Jail Cells

Discussion only – routine maintenance.

12. 2014 Maintenance and Motor Pool Budgets and User Fees

Motion (Behnke/Walker) to approve 2014 Maintenance and Motor Pool budgets and User Fees. Motion carried. Exhibit C

13. Landscaping by Veteran's Memorial at the Courthouse

Discussion only.

14. Historic Structure Report

Motions (Walker/Cassidy) to authorize County Administrator investigate further into the Historic Structure for Marinette County. Motion carried.

15. RFP for New Motor Pool Vehicles – 5 Passenger

Motion (Schroeder/Cassidy) to recommend County Board approve purchase three Ford Fusions from Witt Auto Sales of Crivitz, WI at a cost of \$52,428.66. Motion carried.
Exhibit D

16. Commonwealth Change Order

Motion (Schroeder/Walker) to approve Commonwealth change order for \$213.00.
Motion carried.
Exhibit E

17. Declare Glider Exerciser and Nordic Track as Surplus items

Motion (Walker/Cassidy) to declare Glider Exerciser and Nordic Track as surplus items post on Wisconsin Surplus Auction. Motion carried.

18. Facilities Director's Report

Exhibit F

19. Future Agenda Items

- Historic Structure

20. Set Next Meeting Date

Next meeting date scheduled for October 8, 2013 at 10:00 a.m.

21. Tour County Buildings

Courthouse – 10:30 a.m.
Health and Human Services – 10:45 a.m.

22. Adjournment

Motion (Schroeder/Bousley) to adjourn at 11:10 a.m. Motion carried.

Next meeting date:

BobbieJean Borkowski, Deputy County Clerk
Date approved/corrected:

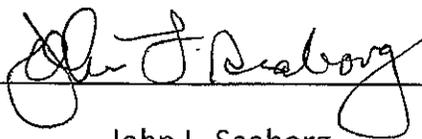
Response to Request for Proposal for Engineering and Architectural and Construction Oversight Services for Remodel of Selected Areas of the Highway Department Office Building.

PROPOSAL OF: Seaborg and Bunting, Architects. LLC

ADDENDA : Acknowledge Addenda A of 8/20/13

QUALIFICATIONS: Wisconsin Registered Architect - A-2794

COST OF SERVICES: per Attachment A = \$2,287.50



John L. Seaborg

ATTACHMENT A
Proposal Response Summary Page

Firm Name:

Seaborg and Bunting, Architects

Personnel Classification	Preliminary PS&E		Meetings W/Owner		Permit Investigation & Coordination		Final PS&E		Bid Package Prep		Preconstruction Meetings		Milestone Submission 90%		Construction Admin		As-built Drawings		Total Cost
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Seaborg	0		1	75	1.5	112.5	2	150	1	75	1	75	6	450	2	150			1287.5
Bunting	0		1	75	1.5	112.5	1	75			1	75	8	600	2	150	1.5	112.5	1200.
																			2187.5

Completion Schedule

Number of calendar days from date of executed Order to equipment delivery date:

Number of calendar days from date of equipment delivery to project completion:

Number of calendar days of onsite labor:

List all services that will be subcontracted.

John J. Seaborg 8/20/13 Pres.
 Signature Date Title

ATTACHMENT B

Engineering, Architectural and Construction Oversight Services for Remodel of Selected Areas
of the Highway Department Office Building
Statement of Understanding of Proposal

Seaborg and Bunting, Architects LLC.
Vendor name

W6849 Fairland
Vendor's address

Menominee, Mi. 49858
City State Zip code

John Seaborg, Pres.
Contact person's name & position

906-863-6441 Vendor's Phone number 715-330-5868 Vendor's Fax Number

We have read the County's Request for Proposals (RFP) for Engineering, Architectural and Construction Oversight Services for Remodel of Selected Areas of the Highway Department Office Building and fully understand its intent. We certify that we have adequate personnel, equipment, and license to perform said services. We understand our ability and fitness to perform shall be judged solely by Marinette County. In addition, we certify that:

- (a) Our proposal is not made in the interest or on behalf of any person not named therein;
- (b) We have not directly or indirectly induced or solicited any person to submit a false or misleading proposal or to refrain from proposing;
- (c) We have not in any manner sought by collusion to secure an advantage over any other vendor;
- (d) We have thoroughly examined the RFP requirements, and our proposed fees cover all costs for service/equipment we have proposed;
- (e) We acknowledge and accept all the terms and conditions included in the RFP; and
- (f) I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.

John J. Seaborg
Signature of Duly Authorized Individual

8/26/13
Date

ATTACHMENT C

Engineering, Architectural and Construction Oversight Services for Remodel of Selected Areas
of the Highway Department Office Building
Addendum Sheet

(If Addendums exist for this project, please sign, date, and submit with Proposal.)

Vendor Name: Seaborg and Bunting

The undersigned acknowledges receipt of the following addenda:

Addendum #1	<u>A</u>	<u>Aug. 20, 2013</u>	Initials	<u>[Signature]</u>
Addendum #2			Initials	
Addendum #3			Initials	
Addendum #4			Initials	
Addendum #5			Initials	

The undersigned agrees with the following statement:

I have examined and carefully prepared the response to proposal from the plans and specifications and have checked the same in detail before submitting to Marinette County.

Name [Signature]
Signature

Date 8/26/13

All vendors are responsible to check for addenda posted on the county website at www.marinettecounty.com for this project prior to the due date. No notification will be sent if addenda are posted unless there is an addendum within three (3) business days of RFP due date.

All vendors receiving initial notification of project will be notified by Marinette County of all addenda issued within three (3) business days prior to due date. If a RFP has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. A new RFP response must be submitted by vendor if addendum affects costs.

Vendors that do not have internet access are responsible to contact Marinette County at 715-732-7419 to ensure receipt of addenda issued. RFPs that do not acknowledge addendums may be rejected.

All RFPs submitted shall be sealed. Envelopes are to be clearly marked with required information. Sealed RFPs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

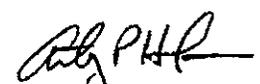
PRODUCER Twin City Service Agency, Inc 1415 Tenth Street P O Box 610 Menominee MI 49858	CONTACT NAME: Linda Stine PHONE (AG No. Ext.): (906) 863-4446 FAX (AG No.): (906) 863-7785 E-MAIL ADDRESS: linda@tcsainurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Acuity Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL1382102303 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			X77592	8/22/2013	8/22/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> VIC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Lee Bunting

Associate Architect

Qualifications

Lee has experience in historic preservation and restoration, site analysis research, and demographic data breakdown. He is a graduate from Lawrence Technological University specializing in sustainable design and urban renewal strategies. His scope of work includes experience in the Wisconsin- Department of Administration (DOA) project selection procedures, State & Federal Historic Tax Credit processes, thermal heat gain and heat loss, cost analysis energy savings and Leadership in Energy and Environmental Design (LEED) accreditation techniques. His responsibilities as a member of the design team include design and project management from the initial proposal through construction completion. This work includes coordination with the client by setting up budgets and progress schedules, as well as assisting the project design team to meet the needs of the client.

Education

Bachelor of Science in Architecture, Lawrence Technological University

Experience

L.T.S. Office Building: \$200,000
commercial interior build-out of an existing 5,000 SF office space. Responsible for the preparation of conceptual design options and oversaw construction Design/Build contract documents, project budgeting, scheduling, and project specifications.

Wells Fargo Bank of Marquette - LEED CI Retail Volume certification:
\$250,000 commercial interior build-out of an existing 3,000 SF retail space. Responsible for the preparation of preliminary design concepts, construction documents & specifications, code evaluation & review, and project cost control. Oversaw Contract Bid Phase & Negotiations and conducted onsite Construction Administration.

Wells Fargo Bank of Menominee:
\$300,000 Wells Fargo Bank relocation and renovation of a 3,000 SF commercial space located in Menominee's M&M Plaza. Responsible for the preparation of project construction documents & specifications, code evaluation & review, and project cost control. Assisted in Contract Bid Phase & Negotiations and conducted onsite Construction Administration.

Community Covenant Church:
Project Manager for a \$320,000

interior church renovation and ADA handicap accessible entry vestibule, elevator, and covered drop-off addition. Responsible for the preparation of preliminary design concepts, construction documents & specifications, code evaluation & review, and project cost control. Oversaw Contract Bid Phase & Negotiations and conducted onsite Construction Administration.

Mr. Automotive: \$150,000 Historic Façade Restoration of the connected Poyer (1906) & Paalzow (1870) Buildings located in the Menominee Historic Downtown District. Mr. Automotive serves the area as an automotive specialist parts provider; the combined buildings are among the earliest brick structures in Menominee. Responsible for the production of construction documents & design specifications in compliance with the state historic requirements and in charge of the State & Federal Historic Tax Credit application process & approval. Due to these efforts, the project was awarded a Matching Façade Grant and State & Federal Tax Credits.

Table Six Restaurant: \$120,000
Façade Restoration of an Italian restaurant and wine bar located in Menominee's Historic Downtown District. Responsible for the

production of construction documents & design specifications in compliance with the state historic requirements and assisted in the façade restoration & design to obtain State Historic Tax Credits and state funding. The restaurant received State and Federal tax credits because the renovation work met the required historic standards.

Awards and Honors:

Solar Decathlon Build: Member of the project management team to design and build a highly energy efficient, solar-powered 800 square foot self-sustaining structure. Selected the structurally insulated panels, and the water collecting rain screen house envelope. As the only school chosen from Michigan, Lawrence Technological University was one of 20 schools to compete on a national level, scoring first place in the people's choice awards.

Detroit Urban Revitalization Project; Hope District: Restored and converted a 60,000 square-foot abandoned warehouse located on the Eastside of Detroit Michigan to create a cultural center for the area. Prepared a detailed site analysis for the city and worked with the neighboring residents to prepare a master plan for the area.



John Seaborg

Project Architect

Qualifications

John has 50 years of experience in architectural practice at both the corporate and private practice levels. He has provided design, construction document and project management services for a variety of commercial, industrial, institutional and residential projects.

Education

University of Michigan, Bachelor of Architecture, major in design and structure design.

Registration / Certification

- Licensed Architect in Michigan and Wisconsin
- National Council of Architecture Registration Board (provides ability to obtain reciprocal registration in 47 States)

Experience

University Structures: 17 different University projects. The University of Wisconsin, Marinette; design of all campus buildings including classroom/administration facilities, lecture/performance hall, library building, and gymnasium/pool. Projects at Northern Michigan University, Marquette, included design of three married student housing complexes and the public radio station transmitter building.

School Projects: More than 26 public and private school projects. Most recent Menominee, Mich. Middle School.

Retail Stores: More than 25 retail projects including all structures in the Historic First Street District, Menominee, Mich. Among the projects was the renovation of The Landing Supper Club and the adjacent historic Fire House, and in 2003 the design of the renovations to the historic Water Plant at the Menominee Marina.

Banks: More than 23 projects. Most recent: several projects for Wells Fargo including new bank at Stephenson, Mich. Addition and Bank, Marinette, Wis.

Hospitals: Menominee County Lloyd Hospital, Menominee, Mich.; Marinette General Hospital,

Marinette, Wis.; Brooks Center Hospital, Maximum Security Prison, Marquette, Mich.; Veterans Hospital sprinkler system, Iron Mountain, Mich.; former Newberry State Hospital (24 projects for State of Michigan), Newberry, Mich.

Medical Clinics: more than 15 projects. Most recent Menominee County Public Health Building; Superior State Building, Menominee, Mich.; Town and Country Clinic, Marinette, Wis.; Luther Home, Marinette, Wis. (3 projects); Pinecrest Medical Care Facility, Powers, Mich.

Housing Projects: 100 family units, Northern Michigan University, Marquette; 70 elderly units, Marinette, Wis.; 40 elderly units, Peshtigo, Wis.; 51 family units, Menominee, Mich.; 20 family units, Menominee, Mich.

Governmental Buildings: Marinette City Hall, Marinette, Wis.; Menominee Municipal Complex, Menominee, Mich.; City/County Building, Sault Ste. Marie, Mich.

Office Buildings: More than 41 office buildings including the Chamber of Commerce building Marinette, Wis.

Churches: Among the many projects involving religious facilities are Holy Spirit, Menominee, Mich. St. John Neumann Parish, Spalding, Mich. and St. Sebastian, Bessemer, Mich.

Factories, warehouses and service buildings: More than 39 projects, including Wisconsin Public Service Corp. Operating Headquarters in Wausaukee and Wabeno, Wis.; Wisconsin Public Service Corp., Menominee, Mich. (4 projects); Maintenance Facility Lake Superior State University, Sault Ste. Marie, Mich.; Bus Garage and Maintenance Facility, Menominee Public Schools, Menominee, Mich.

Awards and Honors:

The Menominee Municipal Complex was awarded an AIA Design Honor Award. (It is believed to be the only award of this type given a Michigan's Upper Peninsula.)

US National Ski Hall of Fame in Ishpeming, Mich.: This commission was won through a blind design competition involving dozens of entries. This structure has received national publicity in magazines, newspapers and regional TV specials.

Planned Service

CUSTOMER JUDICIARY COURTS OF THE STATE OF WISCONSIN
LOCAL JOHNSON CONTROLS OFFICE N961 TOWER VIEW DR. GREENVILLE, WI 54942-8030
DATE 1/1/2014



Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.



**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR JUDICIARY COURTS OF THE STATE OF WISCONSIN**

Executive Summary

PLANNED SERVICE PROPOSAL FOR JUDICIARY COURTS OF THE STATE OF WISCONSIN

Dear John,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 5 Years - starting 1/1/2014 and ending 12/31/2018.
- The agreement price for first year is \$15,782.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

James Teunas Jr
Service Sales Sr Account Exec
(920) 831- 3811

Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. Identify Energy Savings Opportunities

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. Reduce Future Repair Costs

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. Extend Asset Life

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

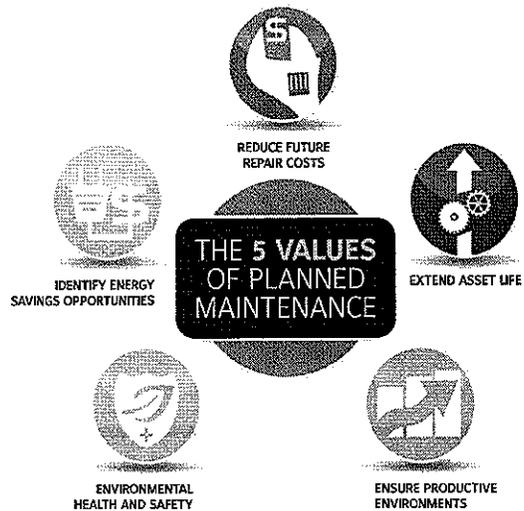
4. Ensure Productive Environments

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. Promote Environmental Health and Safety

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.



JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR JUDICIARY COURTS OF THE STATE OF WISCONSIN

Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



Commitment to Customer Satisfaction

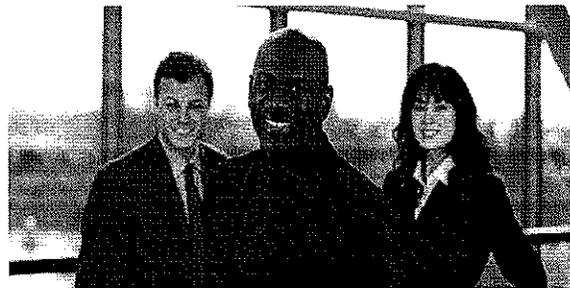
Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.



Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL PREPARED FOR JUDICIARY COURTS OF THE STATE OF WISCONSIN

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of Services and Options

Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR JUDICIARY COURTS OF THE STATE OF WISCONSIN**

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR JUDICIARY COURTS OF THE STATE OF WISCONSIN**

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**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR JUDICIARY COURTS OF THE STATE OF WISCONSIN**

Planned Service Agreement

Customer Name: JUDICIARY COURTS OF THE STATE OF WISCONSIN
Address: 1926 HALL AVE MARINETTE WI 54143-1717
Proposal Date: 1/1/2014
Estimate #: 1-39ZGA50

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 1/1/2014 and will continue until 12/31/2018 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR JUDICIARY COURTS OF THE STATE OF WISCONSIN**

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$15,782.00. This amount will be paid to JCI in Annually installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

Marinette County Court House
1926 Hall Ave

Marinette WI 54143

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: James Teunas Jr

Signature:

Title: Service Sales Sr Account Exec

Date:

Signature:

Title:

Date:

By:

Signature:

Title:

Date:

Customer PO#:

JCI Branch: Appleton Service - 0601

Address: N961 TOWER VIEW DR.

GREENVILLE WI 46912

Branch Phone: (866) 854-4713

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
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Schedule A

Equipment List (Selected Equipment to be serviced)

Site			Address				
MARINETTE COUNTY HIGHWAY DEPARTMENT			501 PINE ST PESHTIGO WI 54157-1348				
Qty	Equipment	Services Provided	# Per Year	Coverage Type	Extended Coverage	Year To Be Activated	Year To Be Deactivated
1	Air Compressor/Dryer, Air Compressor, Commercial			Basic	NA		
		Operational	1				
		Comprehensive	1				
5	Air Handling Unit (AHU), 100% Outside Air, <15 HP			Basic	NA		
		Operational	1				
		Comprehensive	1				
		Standard Filter Change	2				
1	Boiler, Gas-Fired, Atmospheric, 0-10 HP			Basic	NA		
		Comprehensive	1				
		Combustion Analysis	1				

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		Fireside Cleaning (gaskets not included)	1				
1	Unit Heater, Gas Fired, <300000 BTU			Basic	NA		
		Comprehensive	1				
11	Fan, Exhaust Fan, Roof Mounted, 0-5 HP			Basic	NA		
		Comprehensive	1				
24	Heater, Gas Infrared-All			Basic	NA		
		Comprehensive	1				
1	Roof Top Unit (RTU), Cooling/Gas Heating, without Economizer, <8 Tons			Basic	NA		
		Cooling Comprehensive (without Economizer)	1				
		Gas Heating Comprehensive (without Economizer)	1				
		Condenser Coil Cleaning	1				
		Return Air Filter Change	2				

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3	Furnace, All			Basic	NA		
		Operational	1				
		Comprehensive	1				
		Filters, Standard Pleated	2				
		Filter Replacement	2				
Site							
Address							
MARINETTE COUNTY HIGHWAY DEPARTMENT				800 HENRIETTE AVE CRIVITZ WI 54114-7488			
Qty	Equipment	Services Provided	# Per Year	Coverage Type	Extended Coverage	Year To Be Activated	Year To Be Deactivated
1	Air Handling Unit (AHU), 100% Outside Air, 15-30 HP			Basic	NA		
		Operational	1				
		Comprehensive	1				
		Standard Filter Change	2				
9	Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP			Basic	NA		
		Comprehensive	1				

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11	Heater, Gas Infrared-All			Basic	NA		
		Comprehensive	1				
2	Unit Heater, Gas Fired, <300000 BTU			Basic	NA		
		Comprehensive	1				
1	Air Compressor/Dryer, Air Compressor, Commercial			Basic	NA		
		Operational	1				
		Comprehensive	1				
1	Furnace, All			Basic	NA		
		Operational	1				
		Comprehensive	1				
		Filters, Standard Pleated	2				
		Filter Replacement	2				
Site				Address			
MARINETTE COUNTY HIGHWAY DEPARTMENT				N18765 SAULD ST PEMBINE WI 54156-9480			
Qty	Equipment	Services Provided	# Per Year	Coverage Type	Extended Coverage	Year To Be Activated	Year To Be Deactivated



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1	Air Compressor/Dryer, Air Compressor, Commercial			Basic	NA		
		Operational	1				
		Comprehensive	1				
8	Heater, Gas Infrared-All			Basic	NA		
		Comprehensive	1				
1	Unit Heater, Oil Fired, <300000 BTU			Basic	NA		
		Comprehensive	1				
1	Air Handling Unit (AHU), 100% Outside Air, <15 HP			Basic	NA		
		Operational	1				
		Comprehensive	1				
		Standard Filter Change	2				
3	Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP			Basic	NA		
		Comprehensive	1				
1	Furnace, All			Basic	NA		
		Operational	1				
		Comprehensive	1				



**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
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		Filters, Standard Pleated	2				
		Filter Replacement	2				

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	\$15,782.00	Annually
Year2	\$16,255.00	Annually
Year3	\$16,743.00	Annually
Year4	\$17,245.00	Annually
Year5	\$17,762.00	Annually

Special Additions & Exceptions

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL PREPARED FOR JUDICIARY COURTS OF THE STATE OF WISCONSIN

Terms and Conditions

DEFINITIONS

COVERED EQUIPMENT is the equipment for which Services are to be provided under this Agreement as set forth in the attached Equipment List.

EQUIPMENT FAILURE means the sudden and accidental failure of moving parts or electric or electronic components that are part of the Covered Equipment and are necessary for its operation.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, such as grease, lubricants and sprays, depending on the Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts. At JCI's option, Repair Materials may be new, used, or reconditioned.

SERVICE COVERAGE OPTIONS

BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials if elsewhere noted in this Agreement, for Covered Equipment. No parts or equipment are provided for under BASIC COVERAGE.

PREMIUM COVERAGE means BASIC COVERAGE as well as Repair Labor, plus Repair Material if elsewhere noted in this Agreement for Covered Equipment.

EXTENDED SERVICE means service for repairs performed outside JCI's normal business hours (available either 24/5 or 24/7) and is available only if Customer has PREMIUM COVERAGE, as more fully described in Schedule A. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

If Services are performed, or materials, parts or equipment provided, beyond the scope or time period of those covered by the Service Coverage option selected by Customer, Customer agrees to pay JCI's standard fee for all additional Services, materials, parts and equipment.

A. INITIAL EQUIPMENT INSPECTION NECESSARY FOR PREMIUM COVERAGE

If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within 45 days of the date of this Agreement or as seasonal or operational conditions permit. JCI will advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With the Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition. This work will be done at JCI's standard fee for parts and labor in effect at that time. If the Customer does not want JCI to do the work identified by JCI, or if Customer does not have the work done, the equipment will be removed from the list of Covered Equipment and the price of this Agreement will be adjusted accordingly. This inspection does not affect Customer's warranty. Should Customer not make recommended repairs, JCI reserves the right to invoice Customer for the cost of the inspection.

B. STANDARD OF CARE AND WARRANTIES

Customer understands JCI is a provider of services under this Agreement and shall not be considered a merchant or a vendor of goods. JCI warrants its Services will be provided in a good and workmanlike manner. Any Services not performed in a good and workmanlike manner will be re-performed by JCI provided Customer notifies JCI as soon as possible, which shall be no later than one calendar year from the date the Services were performed. Customer

acknowledges that re-performance, as provided herein, shall be its exclusive and only remedy with regards to any Services provided by JCI.

If a part is installed as part of JCI's Services, JCI warrants the installed part will be free from defects in workmanship and material until the end of the Term or for one (1) year from the date on which JCI installs the part, whichever is earlier. If the part is covered under a manufacturer's warranty for a term less than one (1) year, JCI's warranty to the Customer as to such part shall be limited to the term of the manufacturer's warranty. In order to assert a warranty claim, Customer must provide prompt written notice to JCI of its claim during the applicable warranty period. Any claim based upon this warranty must be brought within one (1) year of the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitation. JCI's sole obligation under this warranty shall be to repair or replace the defective part without charge to Customer during such warranty period. If JCI installs or furnishes equipment under this Agreement, and the equipment is covered by a warranty from the manufacturer, JCI will, to the extent transferable, transfer the benefits of such manufacturer's warranty to Customer. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, ALL OTHER EQUIPMENT, MATERIALS, PARTS AND OTHER ITEMS PROVIDED BY JCI ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.

CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE THE SOLE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER ACKNOWLEDGES THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JCI, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER.

C. EXCLUSIONS

JCI's Services and Warranty obligations do not include:

- 1) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as refrigerant, ribbons, bulbs, and paper;
- 2) failures beyond JCI's reasonable control, including (i) acts of God, (ii) abuse or misuse of equipment, (iii) alterations, adjustments, attachments, combinations, modifications, or repairs to equipment not performed or provided by JCI, (iv) items caused by or related to equipment not covered by this Agreement, (v) operator error, (vi) failure to comply with Customer's obligations contained in this Agreement, (vii) use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer (including improper water treatment), and (viii) site-related problems, including power failures and fluctuations and failure to keep the site clean and free of dust, sand and other particles or debris;
- 3) service calls due to warranty claims on the Covered Equipment;
- 4) repainting or refinishing Covered Equipment;
- 5) electrical work to the Customer's facility;
- 6) stockpiling of parts or supplies;
- 7) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slots/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- 8) service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- 9) service calls required because JCI had previously been denied access to the equipment;
- 10) disposal of hazardous wastes. Hazardous wastes remain the property and the responsibility of the Customer even when removed from equipment or replaced by JCI as provided by the terms of this

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Agreement. The Customer shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs; and 11) normal wear and tear.

D. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

- 1) The Customer warrants that all Covered Equipment is in good working condition and that the Customer has given JCI all information concerning the condition of the Covered Equipment.
- 2) The Customer agrees that, during the Term of this Agreement, the Customer will:
 - (a) operate the Covered Equipment according to the manufacturer's and JCI's recommendations;
 - (b) keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer and JCI;
 - (c) provide an adequate environment for Covered Equipment as recommended by the manufacturer and JCI, including, but not limited to, adequate space, electrical power, air conditioning, and humidity control;
 - (d) notify JCI immediately of any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
 - (e) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
 - (f) provide proper condenser and boiler water treatment, as necessary, for the proper functioning of Covered Equipment, if such services are not JCI's responsibility under this Agreement; and
 - (g) cooperate with JCI and provide any and all necessary information to facilitate the delivery of the Services by JCI as described herein in a timely manner; and
- 3) The Customer acknowledges that its failure to meet its obligations will relieve JCI of any responsibility, to the extent provided in this Agreement, for any equipment breakdown, or any necessary repair or replacement of any equipment and to provide any Services.

E. CHANGES TO CUSTOMER EQUIPMENT

The Customer retains the right to make changes or alterations to the Covered Equipment. If, in JCI's sole opinion, such changes or alterations affect JCI's Services or obligations, JCI shall have the right to make appropriate changes to the scope of this Agreement or the Contract Price.

F. ACCESS

The Customer will give JCI full access to all equipment that is either Covered Equipment or associated with Covered Equipment when JCI requests such access. If access cannot be provided, JCI's obligations under this Agreement will be suspended until such access is provided. Matters affecting JCI's access to the Covered Equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by the Customer with respect to equipment or to the Customer's facility. Suspension of JCI's duties for this reason will not cancel or suspend any of the Customer's obligations under this Agreement.

G. INDEMNITY

JCI and the Customer agree to indemnify the other Party and their officers, agents, directors, and employees, from third party claims, demands, or suits for bodily injury, including death, or tangible property damage resulting from the intentional misconduct or any negligent acts by their employees or agents. Customer expressly agrees JCI shall be responsible only for such injury or damage caused by the intentional misconduct or the negligent act of JCI's employees and agents and JCI shall not be responsible for any injury or damage caused, or contributed to, in any manner by Customer or any third-party. The obligations of JCI and of the Customer under this paragraph are further subject to paragraphs H and O below.

H. LIMITATION OF LIABILITY

Form E9115 (Rev11/07)

JCI SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR THE LIKE) CAUSED BY THE MATERIALS, EQUIPMENT, PARTS OR SERVICES PROVIDED HEREUNDER OR THE FAILURE OF THE MATERIAL, EQUIPMENT, PART OR SERVICE TO PERFORM, ACCURATELY PERFORM, TIMELY PERFORM, OR OTHERWISE MEET THE NEEDS, SPECIFICATIONS OR EXPECTATIONS OF CUSTOMER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF JCI OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE GREATER OF (i) \$25,000, OR (ii) THE AGGREGATE FEES PAID BY CUSTOMER TO JCI FOR THE SERVICES.

The waiver of warranty, exclusive remedies, waiver of consequential damages and limitation of liability set forth in this Agreement are fundamental elements of the basis for this Agreement. JCI would not be able to provide the products, parts or Services on an economic basis, and would not have entered into this Agreement, without such limitations.

I. FORCE MAJEURE

- 1) JCI shall not be responsible to the Customer for damage, loss, injury, or delay caused by conditions beyond JCI's reasonable control, and without the intentional misconduct or negligence of JCI. Such conditions include, but are not limited to: (a) acts of God; (b) acts of Government agencies; (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (i) terrorism, riots or war; or (j) unavailability of parts, materials or supplies.
- 2) If this Agreement covers fire safety or security equipment, the Customer understands that JCI is not an insurer regarding those services. JCI shall not be responsible for any damage or loss whatsoever that may result from fire safety or security equipment that fails to perform properly or fails to prevent loss or damage.
- 3) JCI is not responsible for any injury, loss, or damage caused by equipment that is not Covered Equipment.

J. RENEWAL PRICE ADJUSTMENT

JCI will provide Customer with notice of any adjustments to the Price and Payment Terms provision of this Agreement applicable to a renewal period no later than forty-five (45) days prior to the commencement of such renewal period. Unless the Customer terminates the Agreement as provided in the Term/Automatic Renewal provision of this Agreement, the adjusted price shall be the price for the renewal period.

K. JCI'S EQUIPMENT

JCI may provide tools, documentation, panels, or other control equipment in the Customer's building for JCI's convenience in performing JCI's Services. Such equipment shall remain JCI's property and JCI retains the right to remove the same during the Term or upon the termination of this Agreement.

L. JCI'S EMPLOYEES

The Customer acknowledges that JCI's employees are a valuable asset to JCI. In the event during the Term of this Agreement or one hundred eighty (180) days thereafter Customer hires any JCI employee who worked at the Customer's facility at any time the Customer agrees to 1) pay JCI an amount equal to 12 months salary for such employee, and 2) reimburse JCI for all costs associated with any training JCI provided to such employee during the three years before the date the Customer hires such employee.

M. RESOLUTION OF DISPUTES

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Customer shall make all payments to JCI when due in accordance with the Price and Payment Terms provision of this Agreement or any renewal adjustments thereto, and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services hereunder. If a dispute, claim, or other matter in question ("Dispute") related in any manner to this Agreement arises, the Parties shall promptly attempt in good faith to resolve such Dispute by negotiation. The Parties further agree as follows:

- 1) **EACH PARTY WAIVES ANY RIGHT TO TRIAL IN A COURT OF LAW AND TO TRIAL BY JURY.**
- 2) **Notice of Dispute:** In order to be able to mediate or arbitrate any Dispute between JCI and Customer, written notice thereof must be given by the Party requesting mediation within five (5) days after the Dispute arises. The purpose of such notification is to place the notified Party on notice so proper measures can be taken to defend against such Dispute, and the failure to give such notice shall preclude the Party desiring arbitration from subsequently mediating or arbitrating the particular Dispute.
- 3) **Mediation:** As a condition precedent to arbitration, the Parties must submit the Dispute to mediation within five (5) days of the notice of dispute. Mediation shall be conducted in accordance with the then current mediation rules of the American Arbitration Association or other mediation service mutually agreed to by the Parties.
- 4) **Arbitration:** In the event mediation of the Dispute is unsuccessful, no later than five (5) days following such mediation the Dispute must be submitted to arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the Parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the Parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment may be entered there upon in accordance with applicable law in any court having competent jurisdiction thereof. The Party prevailing in the arbitration shall be entitled to an award of its reasonable costs, including reasonable attorney's fees, incurred as a result of the Dispute.
- 5) **Services Obligation Suspended:** The Parties agree while arbitration of the Dispute is pending, JCI's obligation to provide continued Services as set forth in this Agreement shall be temporarily suspended until the arbitration award is issued. In the event JCI elects to suspend its Services Customer will remain obligated to pay any outstanding amounts owed JCI but will not be obligated to pay for the Services suspended. The right of JCI to suspend its Services hereunder is in addition to all other rights JCI may have at law or in equity and does not impair the rights of JCI with regard to a Dispute hereunder. The Customer expressly agrees JCI may not be held liable for damages of any nature which Customer may suffer as a result of JCI's temporary suspension of its Services in accordance with this provision.
- 6) The rights and obligations of JCI herein are in addition to, and do not alter, impair, limit, or otherwise waive any other rights granted JCI in equity or by statute.

N. TERMINATION

In addition to the Term/Automatic Renewal provision of this Agreement, JCI and the Customer agree in the event either Party refuses or fails to perform its obligations under this Agreement in the manner specified herein, the affected Party must provide the other with written notice containing a detailed description of the alleged deficiency or breach, including specific reference to the applicable provision(s) of this Agreement within five (5) days of the alleged deficiency or breach. Should the Party alleged to be in breach of this Agreement fail to respond in writing to, or take action to cure the alleged deficiency or breach within ten (10) days of the written notice of same, the affected Party may terminate this Agreement for cause. In the event the Agreement is terminated for cause, Customer shall make payment to JCI for all undisputed amounts owed within ten (10) days of the termination effective date. A Party's termination of this Agreement for cause shall be without prejudice to any other right or remedy.

O. ASBESTOS, MOLD AND HAZARDOUS MATERIALS

Form E9115 (Rev11/07)

- 1) **Asbestos-Containing Materials:** Neither Party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in receiving such certification from facility owners in the case of buildings that it does not own, if JCI will undertake Services in the facility that could disturb ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Services, it shall immediately stop the Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws and addressing the impact of its disturbance before JCI continues with its Services, unless JCI had actual knowledge that ACM was present and acted in disregard of that knowledge, in which case (a) JCI shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM, and (b) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.
- 2) **Other Hazardous Materials:** JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal or disposal of mold, regardless of the cause of the mold. JCI shall be responsible for removing or disposing of any Hazardous Materials that it uses in providing Services ("JCI Hazardous Materials") and, other than mold, for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of mold and Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by mold or the release of the Non-JCI Hazardous Materials. Notwithstanding the foregoing, if JCI had actual knowledge that Non-JCI Hazardous Materials other than mold were present and acted in disregard of that knowledge, then in such case (a) JCI shall be responsible at its sole expense for the remediation of any areas impacted by JCI's release of such Hazardous Materials, and (b) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services.
- 3) **Environmental Indemnity:** To the fullest extent permitted by law, Customer shall indemnify and hold harmless JCI and JCI's Subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and successors and assigns, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from Customer's or the owner's use, storage, release, discharge, handling or presence of ACM or Non-JCI Hazardous Materials on, under or about the facility(ies), or the noncompliance with this Section O. To the fullest extent permitted by law, JCI shall indemnify and hold harmless Customer, its officers, directors, employees, agents, representatives, shareholders, affiliates, successors and assigns, from and against any and all losses, claims, damages, expenses (including reasonable legal fees and defense costs), claim, causes of action or liability, directly or indirectly, relating to or arising from JCI's use, storage, release, discharge, handling or presence of JCI Hazardous Materials on, under or about the facility(ies), or the noncompliance with this Section O.

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P. ASSESSMENT

It is the Customer's responsibility to pay all taxes or other government charges relating to the Services, transfer, use, ownership, servicing, or possession of any equipment relating to this Agreement.

Q. MISCELLANEOUS PROVISIONS

- 1) Any notice that is required to be given under this Agreement must be in writing and sent to the Party at the address noted on the first page of this Agreement.
- 2) This Agreement cannot be transferred or assigned by Customer without the prior written consent of JCI.
- 3) This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer.
- 4) Any change or modification to this Agreement will not be effective unless made in writing. Such written modification must specifically indicate that it is an amendment, change, or modifications to this Agreement.
- 5) The Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with this Agreement, is intended only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the Customer's purchase order will have any force or effect.
- 6) Should any changes to relevant regulations, laws, or codes substantially affect JCI's Services or obligations, the Customer agrees to negotiate in good faith with JCI for appropriate and equitable changes to the scope or price of the Agreement or both.
- 7) The Parties agree and acknowledge that this is a negotiated agreement and that the rule of construction that any ambiguities are to be construed against the drafting Party shall not apply.
- 8) Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against JCI. The Services under this Agreement are being performed solely for the Customer's benefit, and no other party or entity shall have any claim against JCI because of this Agreement or the performance or non-performance of the Services hereunder.
- 9) The failure of JCI or the Customer to insist upon, or to delay enforcing the strict performance of the terms and conditions hereof, or any right or remedy, as provided herein, shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of JCI or the Customer.

[END OF DOCUMENT]

JCI shall retain all right, title and interest in and to any (a) deliverables provided to Customer hereunder, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto or derivatives thereof ("Deliverables") and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations hereunder. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, employed or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements or modifications thereto or derivatives thereof.

R. CHOICE OF LAW

This Agreement shall be subject to and governed by the laws of the State where the project is located.

S. SEVERANCE

Should any term, part, portion, or provision of this Agreement be decided or declared by the courts to be, or otherwise found to be, illegal or in conflict with any law of the state governing this Agreement or the United States, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, and provisions shall be deemed severable and shall not be affected thereby, provided such remaining parts, terms, portions, or provisions can be construed in the substance to constitute the Agreement that the Parties intended to enter into in the first instance.

T. JCI'S INTELLECTUAL PROPERTY

Form E9115 (Rev/11/07)

Marinette County 2014 User Fees					
MAINTENANCE DEPARTMENT					
<i>Fee Description</i>	<i>Fee Amount</i>	<i>Fee Determination</i>	<i>Projected Revenue</i>	<i>Collection Method</i>	
Services Provided to Motor Pool	Percentage of Hours	Estimated Hours	\$ 18,500	Monthly Journal Entries	
Library Building Maint/Supplies/Labor	Percentage	Past Year Usage	\$ 66,277	Monthly Journal Entries	
Highway Custodial Services	\$307.28	Estimated Hours	\$ 3,687	Monthly Journal Entries	
Health & Human Services Building Maintenance, Space Rental Labor & Supplies	Percentage	Past Year Usage	\$ 345,607	Monthly Journal Entries	
Building Space Rental					
Cellcom	\$1,520.51	Usage	\$ 18,246	Monthly Payment	
Family Services - Ella Court	\$475.00	Usage	\$ 5,700	Monthly Payment	
Additional or Replacement Key Card	\$12.00 each	Cost	\$ 60.00	Time of Purchase	
Additional or Replacement Key fob	\$15.00 each	Cost	\$ 60.00	Time of Purchase	

CODE	DESCRIPTION	2012 ACTUAL	2013 06 MO. ACTUAL	2013 06 MO. ESTIMATE	2013 ORIGINAL BUDGET	2013 REVISED BUDGET	2014 DEPT REQUEST	2014 ADMIN APPROVED	2014 CO. BD. ADOPTED
114	X 208 HRS CUSTODIAN LFE MAINTENANCE CUSTODIAN- P/T SALARIES - OVERTIME MAINTENANCE OVERTIME	6,749	6,546	3,500	7,989 2,257	7,989 2,257	7,500 7,500	7,500	
133	LONGEVITY PAY MAINTENANCE TECHNICIAN MAINTENANCE TECHNICIAN MAINT CUST-01-F-36MO CUST 01-F-36 1/21/05 .25NS CUSTODIAN CUSTODIAN PRINTER TECHNICIAN	915		1,262	1,262	1,262	1,212 150 180 270 180 105 60 267	1,212	
T O T A L S		348,120	180,826	204,719	381,181	382,999	381,375	381,375	
=====>	ITEM 2 - FRINGE BENEFITS -----								
151	CO. SHARE OF SOCIAL SECURITY	25,317	12,921	16,240	29,161	29,299	29,174	29,174	
152	CO. SHARE OF STATE RETIREMENT	20,024	11,017	14,547	25,564	24,992	26,115	26,115	
154	HEALTH AND DENTAL INSURANCE	149,195	82,760	85,318	168,078	168,078	165,399	165,399	
155	LIFE INSURANCE	150		163	163	163	166	166	
158	UNEMPLOYMENT BENEFITS	2,462							
159	WORKMEN'S COMPENSATION	6,914	3,617	4,007	7,624	7,660	7,628	7,628	
T O T A L S		204,062	110,315	120,275	230,590	230,192	228,482	228,482	
=====>	ITEM 3 - GENERAL EXPENDITURES -----								
214	DATA PROCESSING	8,148							
225	TELEPHONE	4,556	2,002	2,898	4,900	4,900	4,900	4,900	
229	UTILITIES	316,551	131,577	208,423	340,000	340,000	337,000	337,000	
291	PURCHASE OF SERVICE JOHNSON CONTROLS/HVAC MAINT SCHINDLER/ELEVATOR INSP OLADDIN?/RANGE HOOD PM'S @ LEC FIRE ALARM & SPRINKLER INSP ALADDIN?/FIRE EXTINGUISHERS ST OF WI/PTO'S - ELEVATORS	51,840	35,148	29,852	65,000 40,000 10,600 2,500	65,000 40,000 10,600 2,500	72,400 41,000 11,000 2,500	72,400	

CODE	DESCRIPTION	2012 ACTUAL	2013 06 MO. ACTUAL	2013 06 MO. ESTIMATE	2013 ORIGINAL BUDGET	2013 REVISED BUDGET	2014 DEPT REQUEST	2014 ADMIN. APPROVED	2014 CO. BD. ADOPTED
	ST OF WI/PTO'S - BOILERS ETC				500	500	500		
	STATE OR NEIS - ELEVATOR INSP				600	600	600		
	LEC FUEL TANK INSP & MAINTAIN				1,200	1,200	1,200		
	HYDRANT TESTING				7,000	7,000	7,000		
	UPS MNTC						3,000		
	GENERATOR MNTC						3,000		
410	OFFICE SUPPLIES	310	69	231	300	300	300	300	
411	POSTAGE	17	18	32	50	50	50	50	
413	COURTHOUSE PRINTING	232	30	370	400	400	400	400	
424	DUES, REGISTRATION & TUITION	391		650	650	650	650	650	
435	MEALS AND LODGING			100	100	100	100	100	
436	MEALS NON-QUALIFIED (W-2)			50	50	50	50	50	
439	OTHER TRAVEL EXPENSE	4,321	3,054	3,446	6,500	6,500	6,500	6,500	
	MOTOR POOL PLOW TRUCK								
	OTHER MILEAGE								
444	JANITORIAL SUPPLIES	28,247	15,531	31,469	47,000	47,000	46,500	46,500	
446	CLOTHING AND UNIFORMS			250	250	250			
462	SMALL TOOLS	399	246	1,754	2,000	2,000	1,739	1,739	
467	BUILDING MAINTENANCE	41,069	23,547	41,453	65,000	65,000	65,000	65,000	
468	EQUIPMENT MAINTENANCE	29,039	6,956	28,044	35,000	35,000	35,000	35,000	
469	GROUPS MAINTENANCE	18,608	18,981	16,019	35,000	35,000	35,000	35,000	
	SNOW MELTING CHEMICALS								
	FLOWERS AND PLANTS								
	TREE TRIMMING/PLANTING								
	PARKING LOT PATCHING								
	FUEL FOR LAWN EQUIPMENT								
	FLAGS FOR MEMORIAL & BLDNG								
	FENCE REPAIRS & MAINT								
980	EQUIP. & MATERIALS ACQUISITION	2,362		2,000	2,000	2,000	3,400	3,400	
	VACUUM LIBRARY				2,000	2,000			
	CARPET EXTRACTOR						3,400	3,400	
	T O T A L S	506,090	237,159	367,041	604,200	604,200	608,989	608,989	

=====> ITEM 4 - OUTLAY

890 OUTLAY 376
T O T A L S 376

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MARINETTE COUNTY
WISCONSIN

2014 BUDGET ESTIMATE
100-34-51640 COURTHOUSE

PAGE 4
9/03/13

CODE	DESCRIPTION	2012 ACTUAL	2013 06 MO. ACTUAL	2013 06 MO. ESTIMATE	2013 ORIGINAL BUDGET	2013 REVISED BUDGET	2014 DEPT REQUEST	2014 ADMIN. APPROVED	2014 CO. BD. ADOPTED
=====>	ITEM 5 - REVENUE								

100-34-48210	RENT OF COUNTY BUILDINGS	30,062	12,874	11,072	23,946	23,946	23,964	23,964	
	CELLCOM RENTAL								
	FAMILY SERVICES IN ELLA COURT								
100-34-48601	MISCELLANEOUS REVENUE	410,888	211,067	206,604	417,671	417,671	434,191	434,191	
	SOCIAL SERVICES & NURSE				340,086	340,086	345,607		
	LIBRARY				61,801	61,801	66,277		
	MOTOR POOL				15,664	15,664	18,500		
	CARDS/FOBS				120	120	120		
	HIGHWAY CLEANING						3,687		
	T O T A L S	440,950	223,941	217,676	441,617	441,617	458,155	458,155	

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* ITEM NO ITEM
* 1 SALARIES
* 2 FRINGE BENEFITS
* 3 GENERAL EXPENDITURES
* 4 OUTLAY
* 5 REVENUE
*
* FUND BALANCE APPLIED
* NET TAX LEVY
*
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* ACCOUNT NUMBER: 100-34-51641
* DEPARTMENT: MAINTENANCE CAPITAL EXPE
* COMMITTEE APPROVED BY: FINANCE
* EST. N.L.F. BALANCE: N/A
*
* ADMINISTRATOR APPROVED: 160,000
*
* CO. BOARD ADOPTED: $
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2013 06 MO. ACTUAL	2013 06 MO. ESTIMATE	2013 ORIGINAL BUDGET	2013 REVISED BUDGET	2014 DEPT REQUEST	2014 ADMIN. APPROVED	2014 CO. BD. ADOPTED
46,567		532,500	720,500	310,000	310,000	
		200,000	200,000	75,000		
		35,000	35,000	35,000		
		30,000	30,000	30,000		
		20,000	20,000	35,000		
		7,500	7,500	20,000		
		15,000	15,000	15,000		
		100,000	100,000	100,000		
		125,000	125,000			
67,887		532,500	720,500	310,000	310,000	
46,567						

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*****
* CODE DESCRIPTION
*
*=====> ITEM 4 - OUTLAY
*-----
* 890 OUTLAY
* NIAGARA SEN CNTR PHASE I
* BACK RAMP AT COURTHOUSE
* TO BE DETERMINED
* REPLACE FIREDOORS ON STAIRWELL
* CTY BD ROOM ROOF TOP AC
* WEST ENTRANCE WALK @ HHS
* WEST ENTRY WINDOWS TINT & AC
* CT HOUSE KEYLESS ENTRY & LIGHT
* HHS AIR HANDLER
* UW ROOF
*
* T O T A L S
*****

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MARINETTE COUNTY
WISCONSIN

2014 BUDGET ESTIMATE
704-34-51480 CENTRAL MOTOR POOL

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9/03/13

CODE	DESCRIPTION	2012 ACTUAL	2013 06 MO. ACTUAL	2013 06 MO. ESTIMATE	2013 ORIGINAL BUDGET	2013 REVISED BUDGET	2014 DEPT REQUEST	2014 ADMIN. APPROVED	2014 CO. BD. ADOPTED
=====>	ITEM 5 - REVENUE								

704-34-47415	CENTRAL MOTOR POOL CHARGE	168,946	92,112	80,000	170,805	170,805	166,969		
704-34-48311	SALE OF COUNTY PROPERTY		9,851	35,000	35,000	35,000	35,000		
704-34-48401	INSURANCE RECOVERIES	2,021		2,023	2,023	2,023	3,000		
	T O T A L S	170,967	101,963	115,000	207,828	207,828	204,969		

MAINTENANCE

John Machnik, Facilities Director
(715) 732-7500

Mission
The mission of the Marinette County Maintenance Department is to maintain and operate county buildings and equipment in a safe and efficient manner to provide safe, comfortable, and efficient workplaces for county employees and the taxpayers that interact with them, to ensure the county and its taxpayers receive maximum value in the goods and services we purchase to support our mission, and to recover whatever value is left in property no longer needed by the county or its agencies.

PROGRAM DESCRIPTION

The Maintenance Department maintains and operates 227,800 square feet of county-owned buildings in the city of Marinette in addition to consulting with other departments to address problems with any county-owned properties. The department ensures these facilities are operated in accordance with Federal, State and Local laws. Examples of programs supervised by the Maintenance Department include underground tank permits, elevator inspections and licensing, fire detection systems, fire extinguisher checks and certification, ADA issues, boiler and pressure vessel inspection and permitting, and general compliance with the Wisconsin Commercial Code.

The Maintenance Department provides trucks and automobiles for employees and officials to use in the performance of their duties. These vehicles are provided at a cost less than the current IRS reimbursement rate and without direct levy to the taxpayers of Marinette County.

The Maintenance Department also provides for the collection, storage and sale of surplus county assets; manages the recycling program for county buildings, including the collection and sale of recyclable paper products and collection of co-mingled recyclables; and acts as the programming authority for the keyless door system operation, issuing keys and key cards to employees for all buildings except the Law Enforcement Center.

PERFORMANCE MEASURES

	2012 Actual	2013 Budget	2014 Budget	Budget Change
% of customers who were satisfied with the service provided (new measure)	N/A	90%	90%	0%
Facility Management PM schedule performance (new measure)	N/A	90%	90%	0%

NEW INITIATIVES

Green Cleaning: During 2014 the Maintenance Department will continue developing its green cleaning program.

Financial Summary

	2012 Actual	2013		2014 Budget	Change from 2013 Amended Budget	
		Original Budget	Revised Budget		\$	%
Miscellaneous Revenue	410,888	417,671	417,671	434,191	16,520	3.96%
Other Financing Sources	283,393	317,553	317,553	301,337	(16,216)	(5.11)%
Total Revenues	694,281	735,224	735,224	735,528	304	0.04%
Personnel Costs	578,711	636,154	637,789	633,924	(3,865)	(0.61)%
Operating Expenses	810,780	1,405,924	1,593,924	1,172,295	(421,629)	(26.45)%
Total Expenses	1,389,491	2,042,078	2,231,713	1,806,219	(425,494)	(19.07)%
Tax Levy Funds	908,327	864,354	864,354	880,691	16,337	1.89%
Addition to (Use of) Fund Balance	200,000	442,500	442,500	190,000	(252,500)	(57.06)%

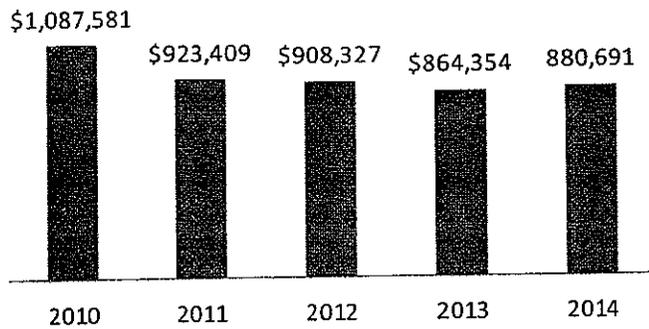
Financial Summary

	2011 Actual	2012		2013 Budget	Change from 2012 Amended Budget	
		Original Budget	Revised Budget		\$	%
Miscellaneous Revenue	417,182	409,670	409,670	417,671	8,001	1.95%
Other Financing Sources	297,763	231,233	296,083	317,553	21,470	7.25%
Total Revenues	84,284	640,903	705,753	735,224	29,471	4.18%
Personnel Costs	536,026	593,457	593,457	636,154	42,697	7.19%
Operating Expenses	1,056,494	1,155,773	1,220,623	1,405,924	185,301	15.18%
Total Expenses	1,592,520	1,749,230	1,814,080	2,042,078	227,998	12.57%
Tax Levy Funds	923,409	908,327	908,327	864,354	(43,973)	4.84%
Addition to (Use of) Fund Balance		(200,000)	(200,000)	(442,500)	(242,500)	121.25%

SUMMARY HIGHLIGHTS

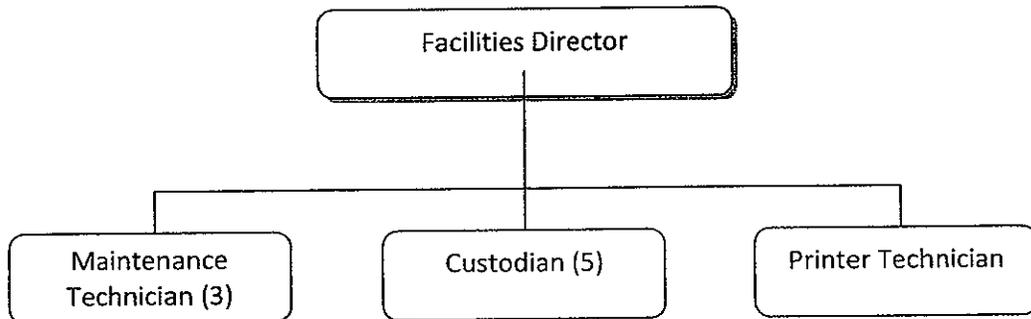
Decrease in printing revenue and motor pool change are partially responsible for the increase in levy. The overall budget has been reduced due to the completion of several large projects such as the UW Marinette roof and the back ramp of the courthouse.

TAX LEVY TRENDS



Staffing Summary

Position	Unit		Budget		
	FTE	Rate	Hours	Base	Cost
Facilities Director	1.0	28.73	2088	59,978	59,978
Maintenance Technician	2.00	21.92	2088	45,769	45,769
Maintenance Technician	1.00	19.78	2088	42,695	42,695
Custodian	4.00	16.62	2088	34,703	34,703
Custodian	0.25	14.61	208	8,292	8,292
Printer Technician	1.0	20.15	2088	42,073	42,073



Maintenance 2014 Budget

Description	2012	2013	2013	2013	2014 Administrator
	Actual Amount	6-Month Amount	Estimated Amount	Amended Budget	
Fund: 34 Maintenance					
<u>Revenues</u>					
Tax Levy	908,327	0	864,354	864,354	880,691
Other Grant Revenues	0	0	0	0	0
Rent of County Buildings	30,062	12,874	23,946	23,946	23,964
Central Motor Pool Charge	168,946	92,112	170,805	170,805	166,969
Sale of County Property	0	9,851	35,000	35,000	35,000
Insurance Recoveries	2,021	0	2,023	2,023	3,000
Printing Charges - County	82,364	33,558	85,779	85,779	72,404
Miscellaneous	410,888	211,067	417,671	417,671	434,191
Gain/Loss on Disposal of Assets	(7,565)	0	0	0	0
Fund Balance Applied (returned)	200,000	0	442,500	442,500	190,000
Revenues Total	1,795,043	359,462	2,042,078	2,042,078	1,806,219

Maintenance 2014 Budget

Description	2012 Actual Amount	2013 6-Month Amount	2013 Estimated Amount	2013 Amended Budget	2014 Administrator
Fund: 34 Maintenance					
Expenditures - General					
Regular Wages	352,085	181,091	376,390	378,466	376,396
Salaries without Retirement	4,078	0	10,246	10,246	10,572
Overtime	7,183	6,546	7,500	7,500	7,500
Longevity Pay	1,043	0	1,395	1,395	1,350
Fringe Benefits FICA	26,447	13,424	30,259	30,416	30,279
Fringe Benefits Retirement	20,997	11,470	26,547	25,908	27,126
Fringe Benefits Health and Dental	157,027	86,593	175,743	175,743	172,618
Fringe Benefits Life Insurance	150	0	163	163	166
Fringe Benefits Unemployment	2,462	0	0	0	0
Fringe Benefits Workers Comp	7,239	3,753	7,911	7,952	7,917
Data Processing	13,968	0	5,500	5,500	5,800
Telephone	4,759	2,126	5,200	5,200	5,200
Utilities	316,551	131,577	340,000	340,000	337,000
Purchase of Service	72,196	45,433	90,358	90,358	95,900
Office Supplies	362	69	400	400	400
Paper Stock	29,205	5,384	32,000	32,000	20,000
Multilith Supplies	2,740	612	3,500	3,500	3,500
Postage	32	18	100	100	100
Courthouse Printing	5,278	4,630	6,500	6,500	6,400
Advertising - Bids, Notices, etc.	49	0	500	500	200
Dues, Registration & Tuition	391	0	650	650	650
Meals and Lodging	0	0	100	100	100
Meals Non-Qualified	0	0	50	50	50
Other Travel Expense	4,898	3,068	7,300	7,300	7,300
Janitorial Supplies	28,247	15,531	47,000	47,000	46,500
Clothing and Uniforms	0	0	250	250	0
Small Tools	399	246	2,000	2,000	1,739
Building Maintenance	41,069	23,547	65,000	65,000	65,000
Equipment Maintenance	47,491	18,778	73,000	73,000	70,000
Grounds Maintenance	18,608	18,981	35,000	35,000	35,000
Gas, Oil, Fluids, etc.	65,804	30,413	60,000	60,000	60,000
Equipment & Materials Acquisition	2,362	0	2,000	2,000	3,400
Insurance Premiums	5,154	0	5,005	5,005	5,269
Depreciation	82,954	0	92,011	92,011	92,787
Outlay	68,263	46,567	532,500	720,500	310,000
Expenditures Total	1,389,491	649,857	2,042,078	2,231,713	1,806,219
Revenues Grand Total	1,795,043	359,462	2,042,078	2,042,078	1,806,219
Expenditure Grand Totals	1,389,491	649,857	2,042,078	2,231,713	1,806,219
Net Grand Totals	405,552	(290,395)	0	(189,635)	0

(3) 5-PASSENGER VEHICLES	PALMEN MOTORS KENOSHA WI	WITT AUTO SALES CRIVITZ WI	MOTOR COMPANY MAIRNETTE WI	WITT AUTO SALES CRIVITZ WI	MOTOR COMPANY MAIRNETTE WI	WITT AUTO SALES CRIVITZ WI	EWALD CHEVROLET BUICK OCONOMOWOC WI	EWALD CHEVROLET BUICK OCONOMOWOC WI
Engine Size	2.4L 4 CYC	2.5L	2.5L 4 CYC	2.5L	2.5L 4 CYC	2.5L	2.5L 4 CYC	2.5L 4 CYC
Horse Power	173 HP	175 HP	175 HP	175 HP	175 HP	175 HP	COMPLIES	COMPLIES
Air Conditioning	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES
Spare tire and Jack	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES
Automatic transmission	4 SPEEDS	6 SPEEDS	6 SPEEDS	6 SPEEDS	6 SPEEDS	6 SPEEDS	6 SPEEDS	6 SPEEDS
4 Wheel ABS	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES
Cruise or Speed Control	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES
Rear Window Defroster	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES
Power Windows	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES
Power Locks	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES
Power Mirrors	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES
Heated Mirrors	NO HEATED MIRRORS	NO HEATED MIRRORS	NO HEATED MIRRORS	NO HEATED MIRRORS	NO HEATED MIRRORS	NO HEATED MIRRORS	COMPLIES	COMPLIES
AM/FM/CD/Radio	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES
MP3 Input/jack	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES
Intermittent/delay wipers	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES
Electronic Stability Package	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES
Air Bags	6	8	8	8	8	8	SEATMOUNTED SIDE, FRONT, CURTAIN AIRBAGS	10
Floor Mats Front & Rear	CARPET	CARPET	CARPET	CARPET	CARPET	CARPET	CARPET	CARPET
Accessory power ports	1 PORT	3 PORTS	3 PORTS	3 PORTS	3 PORTS	3 PORTS	1 PORT	1 PORT
Wheelbase of 107" or greater	109"	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES
Track of 62" or greater	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES
Four-cylinder engine of 130 HP or more	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES
EPA estimated highway gas mileage of 25 miles/gallon or greater	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES
EPA Fuel ratings	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES	COMPLIES
CITY/HIGHWAY/COMBINED	21 / 30 / 24	22 / 34 / 26	22 / 34 / 26	22 / 34 / 26	22 / 34 / 26	22 / 34 / 26	22 / 34 / 26	22 / 34 / 26
Delivery Date	90 - 120 DAYS FROM PO	28 - 42 DAYS FROM PO	84 - 98 DAYS FROM PO	28 - 42 DAYS FROM PO	84 - 98 DAYS FROM PO	28 - 42 DAYS FROM PO	60 - 90 DAYS FROM PO	90 - 120 DAYS FROM PO
Warranty	3/36K MILES 5/100K MILES POWERTRAIN	3/36K BUMPER TO BUMPER 5/60K POWERTRAIN 5/60K SAFETY RESTRAINT SYSTEM 5/UNLIMITED CORROSION 5/100K POWERSTROKE	3/36K BUMPER TO BUMPER 5/60K POWERTRAIN 5/60K SAFETY RESTRAINT SYSTEM 5/60K ROADSIDE ASST	3/36K BUMPER TO BUMPER 5/60K POWERTRAIN 5/60K SAFETY RESTRAINT SYSTEM 5/UNLIMITED CORROSION 5/100K POWERSTROKE	3/36K BUMPER TO BUMPER 5/60K POWERTRAIN 5/60K SAFETY RESTRAINT SYSTEM 5/UNLIMITED CORROSION 5/100K POWERSTROKE	3/36K BUMPER TO BUMPER 5/60K POWERTRAIN 5/60K SAFETY RESTRAINT SYSTEM 5/UNLIMITED CORROSION 5/100K POWERSTROKE	3/36K MILES BASIC 5/60K MILES POWERTRAIN	3/36K MILES BASIC 5/100K POWERTRAIN
Year	2014	2014	2014	2014	2014	2014	2014	2014
Make	DODGE	FORD	FORD	FORD	FORD	FORD	CHEVROLET	CHEVROLET
Model	AVENGER	FUSION	FUSION	FUSION	FUSION	FUSION	MALIBU	MALIBU
Trim Package	SE PKG	S	S	SE	S	SE	LT	LT
Price By Check Per Unit	\$17,156.00	\$17,476.22	\$17,575.00	\$17,476.22	\$17,575.00	\$19,017.22	\$19,056.50	\$19,937.50
Contact Information								
Name	Mark Jensen	Robin Hason	Carol Eisenzoph	Robin Hason	Carol Eisenzoph	Robin Hason	Chrissy Gensch	Chrissy Gensch
Phone	262-697-3100	715-754-7404	715-735-7474	715-754-7404	715-735-7474	715-754-7404	262-567-5555	262-567-5555
Email	markj@palmen.com	hanson@wittford.com	carolsales@centurytel.net	hanson@wittford.com	carolsales@centurytel.net	hanson@wittford.com	cgensch@ewaldauto.com	cgensch@ewaldauto.com

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Courthouse North Entry Renovation 1926 Hall Ave Marinette, WI 54143	CHANGE ORDER NUMBER: DATE: September 3, 2013	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): The Commonwealth Companies 54 East First Street Fond du Lac, WI 54935	ARCHITECT'S PROJECT NUMBER: M128-11102 CONTRACT DATE: February 14, 2013 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Credit for relocating one air conditioner condenser versus two	-600.00
Add for removal of existing curb and replacing with new curb and gutter	+653.00
Demotion of curb and gutter	+150.00
Construction 5% fee	+10.00

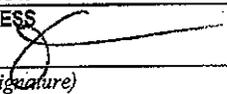
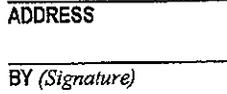
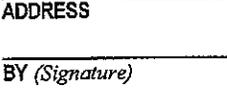
Total Add \$213.00

The original Contract Sum was	\$	185,058.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	185,058.00
The Contract Sum will be increased by this Change Order in the amount of	\$	213.00
The new Contract Sum including this Change Order will be	\$	185,271.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>U.P. Engineers & Architects, Inc.</u> ARCHITECT (Firm name)	<u>The Commonwealth Companies</u> CONTRACTOR (Firm name)	<u>Marinette County</u> OWNER (Firm name)
1701 Dunlap Avenue, Suite B, Marinette, WI 54143	54 East First Street, Fond du Lac, WI 54935	1926 Hall Ave, Marinette, WI 54143
ADDRESS	ADDRESS	ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
Francis Rutz (Typed name)	Rob Hutter (Typed name)	John Machnik (Typed name)
3 SEPT 2013 DATE	DATE	DATE

Monthly Facilities Director Report: September, 2013

Labor Period
Aug 4 thru Aug 31

Work Days 20

Non-Work Days 8

Staff Availability in hours: Issues: Presently 2 employees on leave

Class	Theoretical Hours	Regular	Overtime	Notes
Tech	480	261.5	6	Call in to inspect for drugs, HR remodel
Custodian	703.5	479.5	30.5	HR Painting, Weeding
Printer Tech	101	100.5	1	
Director	160	193.75		

Utilities CH, HHS, LEC & Library Electric & Gas Only

Item	Aug 13		July 13		Aug 12*		YTD		PYTD*	
	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost
Gas (thermos)	7,334	\$3,606	5,358	\$2,828	6,877	\$3,183	122,634	\$73,399	104,000	\$62,655
Electric (Kwh)	295,440	\$26,022	333,800	\$28,812	329,658	\$27,570	2,061,520	\$167,844	2,158,938	\$176,593
Degree Days:	445	\$29,627	17	\$31,640	190	\$30,753	5,960	\$241,243	4,475	\$239,248

*LEC 12 day correction in August 2012

Projects & Regular Maintenance Work

Complete	In Work	In Planning
LEC Auction (Crown Vics)	HR remodel	CH transformer leaning
RFP for offices at HWY	CH north entry ramp	Harden the Probate office
Motor pool new cars RFP	UW-M Classrooms Roof	Insulate Crivitz Shop Air handler
RFP for 5 Passenger vehicles	LEC canopy roofs	LEAN Training
	Steam trap repairs	
	CH west entry Tint, shades, A/C	
	RFP Paper and Liners	
	HHS conference room update RFP	
	HHS air handler replacement RFP	

Motor Pool

	July 2013	June 2013	May 2013
Mileage	39,717	39,772	39,625
Fuel Cost	\$6,248	\$6,675	\$6,710
Fuel Quantity	1,700	1,759	1,823
\$/Mile	\$0.16	\$0.17	\$0.17
MPG	23.36	22.61	21.74

Accidents & Incidents: Road debris damage to #1019, \$1214.54. **Losses and gains:**