

NOTICE OF MEETING
PROPERTY COMMITTEE
October 6, 2020 - 4:30 PM

Sheboygan County Administration Building
508 New York Avenue
Sheboygan, WI 53081

Room 302

IF YOU WOULD LIKE REMOTE ACCESS TO THE MEETING, PLEASE CALL (920) 459-4342 AT LEAST 2 HOURS PRIOR TO THE MEETING, IF POSSIBLE. PLEASE NOTE THAT MASKS ARE REQUIRED FOR IN-PERSON ATTENDANCE AND SPACE IS LIMITED TO ALLOW FOR ADEQUATE SOCIAL DISTANCING. ANY INDIVIDUAL UNABLE TO WEAR A MASK IS ENCOURAGED TO REMOTELY ACCESS THE MEETING OR WILL BE PROVIDED AN ALTERNATE MEETING LOCATION TO ENSURE THE SAFETY OF OTHER ATTENDEES.

Agenda

Call to Order

Certification of Compliance with Open Meeting Law

Approval of Minutes

Property Committee – Regular Meeting, September 1, 2020 @ 4:30 PM

Correspondence –

- Budget Adjustment for 2021 – Contingency Fund

Review and Approve Vouchers

Building Services

- Consideration of Request for Office Renovation –
 - Adam Payne, County Administrator
- Consideration of Johnson Controls Healthy Building Proposal
- Consideration of Compensation Study Review Memo

Approval of Attendance at Other Meetings or Functions

Date / Time / Location of Next Meeting

Tuesday – October 20, 2020, 4:30 PM
Sheboygan County Administration Building
508 New York Avenue
Sheboygan, WI 53081

Adjourn

Prepared by:
Gail Ulezelski
Recording Secretary

Henry Nelson
Committee Chairperson

NOTE: Members of the public are invited to offer comments on topics that may or may not appear on the Agenda, and Committee members may discuss such matters, but no action may be taken by the Committee on non-Agenda topics. Individual speakers may be limited to no more than five minutes.

Some of the Committee may participate remotely in the meeting.

Members of the County Board of Supervisors or of any of its committees may be present at this meeting to listen, observe and participate. If a majority of any such body is present, their presence constitutes a "meeting" under the Open Meeting Law as interpreted in *State ex rel. Badke v. Greendale Village Board*, 173 Wis. 2d 553 (1993), even though the visiting body will take no action at this meeting.

Wis. Stat. § 19.84 requires that each meeting of a governmental body be preceded by a public notice setting forth the time, date, place, and subject matter of the meeting. This Notice and Agenda is made in fulfillment of this obligation. Electronic versions of this Notice and Agenda may hyperlink to documents being circulated to members in anticipation of the meeting and are accessible to the public for viewing. Additions, subtractions, or modifications of the hyperlinked materials do not constitute an amendment to the meeting agenda unless expressly set forth in an Amended Notice and Agenda. Members of the public are encouraged to check from time to time before the meeting to see whether the hyperlinked content has been changed from what was originally posted.

Persons with disabilities needing assistance to attend or participate are asked to notify Gail Ulezelski at 920-459-4342 prior to the meeting so that accommodations may be arranged.

SHEBOYGAN COUNTY PROPERTY COMMITTEE MEETING MINUTES

Taylor Park Shelter
3110 Erie Avenue
Sheboygan, WI 53081

September 1, 2020

Called to Order: 4:30 pm

Adjourned: 4:58 pm

PRESENT: Henry Nelson, Chairperson; Jacob Immel, Secretary; George Kulow, Brian Smith, Members.

ABSENT: Brian Hilbelink, Vice Chairperson;

OTHERS PRESENT: Jim TeBeest, Gail Ulezelski, Building Services.

CALL TO ORDER

Chairperson Henry Nelson called the meeting to order at 4:32 PM.

CERTIFICATION OF COMPLIANCE WITH OPEN MEETING LAW

Posted August 31, 2020 at 10:30 AM.

APPROVAL OF MINUTES

Property Committee – Regular Meeting, August 18, 2020 @ 4:30 PM – Moved by Supervisor Immel/seconded by Supervisor Kulow to approve the minutes as presented; motion carried.

REVIEW AND APPROVE VOUCHERS

Moved by Supervisor Immel/seconded by Supervisor Kulow to approve vouchers as presented; motion carried.

CORRESPONDENCE

- Committee Photo – Deferred until next meeting.
- Limited Term Employees – The County Administrator approved re-filling two vacant (returned to school) Limited Term positions hired with funding from the CARES ACT. LTEs assist with cleaning touch surfaces during the day and at night assist with vacation coverage.

BUILDING SERVICES

- Consideration of Sheboygan County Historical Museum Chiller Replacement Bid Award – Five bids were received and opened earlier today.

BID TABULATIONS - Sheboygan County Historical Society Museum Chiller Replacement

CONTRACTOR Location	Bid Sec	BASE BID A CONTRACTOR	BASE BID B CHILLER	BASE BID C TOTAL	ALTERNATE	UNIT PRICE Glycol
Aldag-Honald Mechanical Sheboygan	5%	\$17,800	\$35,200 York	\$53,000	+\$11,900 Trane	\$310
HVAC Services Howards Grove	\$1,202	\$24,031.50	\$37,597 Trane	\$61,628.50		\$477.06
Schaus Roofing & Mechanical Manitowoc	5%	\$20,712	\$29,900 York	\$50,612		\$475
Southport Engineered Systems - Caledonia	5%	\$33,100	\$33,500 York	\$66,600		\$544
Tweet-Garot Mechanical Green Bay	5%	\$26,703	\$37,597 Trane	\$64,300		\$394

Discussion followed. Upon recommendation, it was moved by Supervisor Kulow/seconded by Supervisor Immel to award the project to Schaus Roofing & Mechanical for the bid amount of \$50,612; motion carried.

- Consideration of Request to Post/Fill/Hire
 - Building Services Technician Vacant Position – Technician hired and transferring to Rocky Knoll as of September 14, 2020. Following discussion, moved by Supervisor Immel/seconded by Supervisor Smith to approve the request; motion carried. Discussion continued regarding starting rate per hour for the position. It was the consensus of the Committee a letter be drafted for Committee approval requesting the Human Resources Department review the compensation level for all Department Technician positions and consider raising the rate in an effort to attract the most qualified candidates.

APPROVAL OF ATTENDANCE AT OTHER MEETINGS OR FUNCTIONS

None.

DATE / TIME / LOCATION OF NEXT MEETING

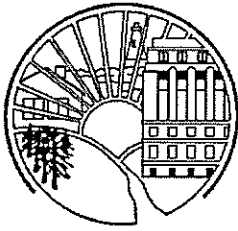
Tuesday – September 15, 2020, 4:30 PM – **Administration Building, 508 New York Avenue - Sheboygan, WI 53081**

ADJOURN

Moved by Supervisor Immel/seconded by Supervisor Kulow to adjourn; motion carried and meeting adjourned at 5:06 pm.

Respectfully Submitted,
Gail Ulezelski
Recording Secretary

Jacob Immel
Secretary



SHEBOYGAN COUNTY

Wendy A. Charnon
Finance Director

Jeremy J. Fetterer
Deputy Finance Director

TO: Members of the Finance Committee

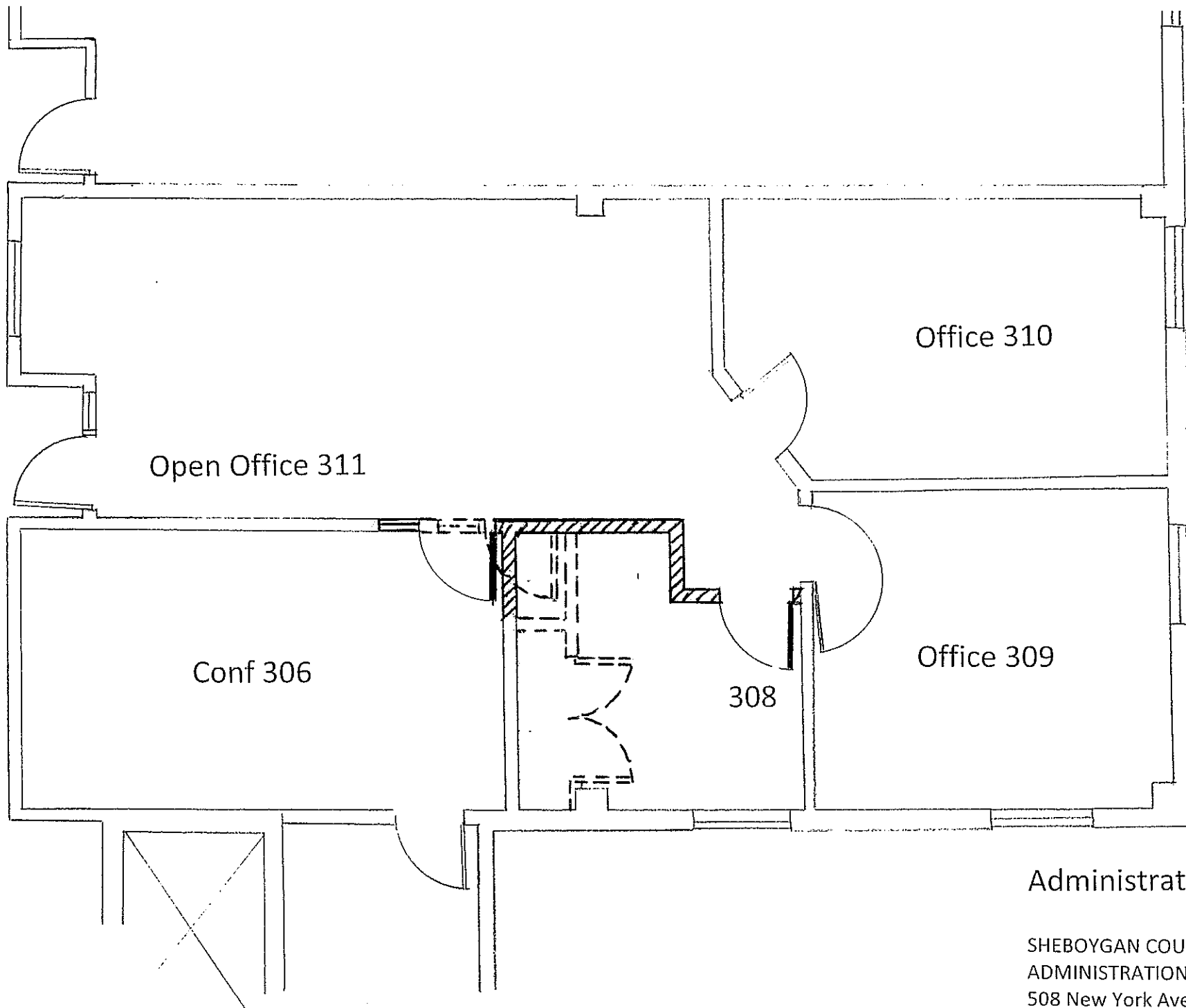
FROM: Wendy A. Charnon, Finance Director *[Signature]*

DATE: September 30, 2020

RE: Budget Adjustments for 2021

During the consolidation of the annual budget, budget adjustments are identified and brought to the Finance Committee for approval. The budget adjustments listed below occurred after the department meeting with the Finance Committee. The net impact of the corrections is \$0.

Sheboygan County 2021 Proposed Budget Adjustment Items						
Department	Account Number	Account Description	Correction	Finance Apprv'd (credit) debit	Adjusted (credit) debit	Change
Information Technology	423.531235	DP - Software Maintenance	Lower Maintenance for Fidlar	880,671.00	874,962.00	(5,709.00)
Information Technology	423.631500	Data Processing Services	Lower Maintenance for Fidlar	(2,114,544.00)	(2,108,835.00)	5,709.00
Treasurer's Department	168.553150	Data Processing Services	Lower Maintenance for Fidlar	51,555.00	45,846.00	(5,709.00)
Treasurer's Department	168.411100	Property Tax Levy	Lower Maintenance for Fidlar	(573,798.00)	(568,089.00)	5,709.00
Finance Department	139.476110	Employee Wage Reimbursement	Lower reimbursement to balance Interdepartmental accounts	(554,378.00)	(552,502.00)	1,876.00
Finance Department	139.511105	Regular wage	Lower reimbursement to balance Interdepartmental accounts	1,271,947.00	1,270,071.00	(1,876.00)
Building Services	103.411100	Property Tax Levy	Replenish portion of the contingency for Building Services	(2,734,918.00)	(2,772,418.00)	(37,500.00)
Building Services	103.533955	Contingency	Replenish portion of the contingency for Building Services	75,000.00	112,500.00	37,500.00
Information Technology	426.473400	Printing & Duplicating	Adjust printing revenue based on department needs	(103,100.00)	(104,543.00)	(1,443.00)
Information Technology	426.533705	Office Supplies	Adjust printing revenue based on department needs	20,000.00	21,443.00	1,443.00
Net Impact of Corrections						-



Administrative Suite

SHEBOYGAN COUNTY
ADMINISTRATION BUILDING
508 New York Ave
Sheboygan, WI 53081



PROPOSAL
Date: September 24, 2020

Johnson Controls
12000 W. Wirth Street, S102
Milwaukee, WI 53222
Phone: 414-259-2800

TO: Jim TeBeest, Facility Dir
FROM: Brian Lepak

Sheboygan County
Johnson Controls

Project: Sheboygan County- NPBPI
Sheboygan, WI

Plans, Specifications and Bid Documents:

- General pricing
- Site walk
- Email

General Conditions and Overall Mechanical Scope of Work for NPBPI installation:

- Lock and tag out associated equipment when required for safety.
- Furnish and install the below schedule of Ionization equipment per associated building and AHU listed.
- IMOD bar system will be field mounted at inlet to CW coil whenever access is possible. Number of rows installed, is determined based on CFM of unit and required Ions required for pathogen control. Bars will be magnet mounted to drain pans or installed on custom fabricated brackets. System requires annual cleaning- alcohol on a rag and wipe ion outlet tube.
- FC-48 system will be field mounted at inlet to CW coil whenever access is possible. System is self-cleaning and only requires a bi-yearly wipe down.
- Furnish and install dedicated transformer to power each unit.
- Furnish and install all required wiring, electrical components, and mounting hardware.
- Provide and mount NPBPI I-detect (ion detector) in each AHU. Wire I-Detect to a small control panel. Then field mount an indicator light on the panel. Light will be lit when unit is producing Ions above minimum threshold. Panel will also contain a relay that can be used for BMS tie-in point.
- Train customer on operation and cleaning.
- Provide full IOM package on all systems installed.
- Clean work site.

Building	Equipment name	ionization equipment
DETENTION CENTER	RTU-1	IMOD
DETENTION CENTER	AHU-5	FC-48
DETENTION CENTER	AHU-6	IMOD
DETENTION CENTER	AHU-2	IMOD
DETENTION CENTER	AHU-1	FC-48
DETENTION CENTER	AHU-4	IMOD
DETENTION CENTER	AHU-3	IMOD
ADMIN BUILDING	AHU-1	IMOD
ADMIN BUILDING	AHU-2	IMOD
ADMIN BUILDING	LOBBY	{2} FC-48
COURT HOUSE	AHU-1	IMOD
COURT HOUSE	AHU-4	IMOD
COURT HOUSE	AHU-5	IMOD
CH- ANNEX	AHU-2A	IMOD
CH- ANNEX	AHU-2	{2} FC-48
LAW ENFORCEMENT	AHU-4	IMOD
LAW ENFORCEMENT	AHU-5	IMOD
LAW ENFORCEMENT	AHU-7	IMOD
LAW ENFORCEMENT	AHU-6	IMOD
LAW ENFORCEMENT	DISPATCH RTU'S	IMOD
LAW ENFORCEMENT	DISPATCH RTU'S	IMOD
LAW ENFORCEMENT	JD RTU	IMOD
ROCKY KNOLL	CC2 BLUE WING- 20 TONS RAH-3	IMOD
ROCKY KNOLL	CC3 PEACH WING- 30TONS AHU-5	IMOD
ROCKY KNOLL	CC4 GREEN WING- 25 TONS RAH-4	IMOD
ROCKY KNOLL	RTU1 GRDN VIEW- 7.5 TONS	FC-48
ROCKY KNOLL	RTU2 -POD3- 20 TONS	IMOD
ROCKY KNOLL	AHU2-80TONS CONNECTED TO CHILLER (Big red)	IMOD
ROCKY KNOLL	AHU-7 COOLING TOWER	IMOD
ROCKY KNOLL	AHU-6 CHILLER 70-TONS	IMOD

Pricing as follows:

Detention Center

The total investment required for this scope of work will be: \$55,516.00

Admin Building

The total investment required for this scope of work will be: \$24,365.00

Court house

The total investment required for this scope of work will be: \$51,942.00

Law Enforcement Center

The total investment required for this scope of work will be: \$59,032.00

Rocky Knoll

The total investment required for this scope of work will be: \$79,330.00

The following is EXCLUDED from the scope of work:

- Abatement (if required)
- Connection to existing BMS.
- Any DBE/MBE Labor
- Off hours work. (normal business hours M-F, 7-4 assumed)

The following NOTES from the scope of work:

- Each unit may be required to shut down for installation of equipment. If section of unit can safely be entered while unit is running the total amount of time the unit will be off will be less than (1) hour while power is tapped for Ionization equipment.

Pricing includes applicable taxes for controls only, does not include overtime or premium time labor, any DBE or Residency Labor, unless otherwise stated below. Price is valid for 60 days after quotation.

A (1) Year Warrantee on the new equipment, materials, and workmanship as described in this proposal is included. The warranty period begins on the date of start-up of the HVAC Equipment.

Please call if you have any questions regarding this scope of work.

Respectfully Submitted,

Brian

CUSTOMER APPROVAL:	
Total Price:	_____
Customer Name:	_____
Signature (*)	_____
Date:	_____ PO
* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.	

Terms and conditions

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

1. SCOPE OF WORK. This prop

osal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. INVOICING & PAYMENTS. JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI's obligation to perform under the agreement. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses and/or terminate this agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore. Prices for materials, labor, and equipment covered by this

contract may be adjusted by JCI, upon notice to Purchaser at any time, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) incurred by JCI.

4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

5. **LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement. In any case, the entire aggregate liability of the JCI Parties under this agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.

6. **TAXES/TARIFFS.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work. Pricing for products and parts covered by this proposal does not include any amounts for changes in tariffs or other similar charges imposed and/or enacted by a government. At any time prior to shipment, JCI shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in tariffs or similar charges due to such changes.

7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. **LEGAL FEES.** Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.

14. **ONE-YEAR CLAIMS LIMITATION.** No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

15. **PURCHASER RESPONSIBILITIES.** Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services.

Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

17. SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

18. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

19. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



SHEBOYGAN COUNTY

James A TeBeest
Building Services Director

WISCONSIN

TO: Human Resources Committee Members
FROM: Property Committee Members
DATE: October 6, 2020
REF: Compensation Study Review

The vision of Sheboygan County is to be recognized as a leader of responsive and cost-effective local government. One of our guiding principles is to train and empower staff to attain high standards of professionalism.

The Property Committee appreciates the difficult tasks the Human Resources Committee encounters. Policies created allow the County to hire quality staff, cost-effectively across a wide variety of activities. However, our professional experience indicates the County pay ranges are falling behind the market in the technical job area. Building Services finds it difficult to hire adequately skilled workers at the current pay ranges. We end up settling for inexperienced workers, applicants with issues or endure frequent turn over.

With that being said, the Property Committee kindly and formally requests an updated compensation study of all County technical jobs, or at the very least, the four technical positions in the Building Services Department. The last study was done by Arthur J. Gallagher & Company in 2014. It should be noted, the job market has changed substantially since that time.

Thanking you in advance for your consideration.