

**PIERCE COUNTY
BUILDING COMMITTEE MEETING AGENDA
Tuesday, January 14, 2020 – 4:00 p.m.
Courthouse - County Board Room; 414 W. Main St. – Ellsworth, WI**

#	Action	Presenter
1.	Call to order 1a) Establish quorum 1b) Committee will receive public comment not related to agenda items	Chair
2.	Establish and adopt agenda.	Members
3.	Approve minutes of the December 10, 2019 meeting	Members
4.	Discuss space needs	Forss
5.	Discuss progress of the Blue Building work	Forss
6.	Discuss roof replacement progress	Forss
7.	Discuss / Take action on elevator maintenance contracts	Forss
8.	Fairgrounds Keeper Report	Kelly
9.	Maintenance Supervisors' Report	Forss
10.	Future Agenda Items	Members
11.	Next Meeting Date (2 nd Tuesday: Feb. 11th)	Members
12.	Adjourn	Members

A quorum of county board supervisors may be present.

01/08/2020 cjk

**UNAPPROVED MINUTES OF THE
BUILDING COMMITTEE MEETING HELD
December 10, 2019 – 4:00 p.m.**

**STATE OF WISCONSIN
COUNTY OF PIERCE**

**County Board Room; Courthouse
414 W. Main St., ELLSWORTH, WI**

2019 - 11

1) Meeting Convened

The Pierce County Building Committee met in the County Board Room of the Pierce County Courthouse, Ellsworth, WI. Chairman Dan Reis called the meeting to order at 4:00 p.m.

1a) Those Present

A quorum was established acknowledging 3 members present; 2 excused.

Members present:

Dale Auckland District #12
Dan Reis District #13
Jerry Kosin District #15

Absent/Excused:

Mike Kahlow District #6
Scott Bjork District #7

Also present: Jerry Forss-Maintenance Supervisor, Matt Kelly-Fair Groundskeeper, Jamie Feuerhelm-County Clerk, & Jason Matthys-Administrative Coordinator.

1b) Public Comment

None

2) Agenda Adopted

Motion by J. Kosin/D. Auckland to adopt agenda as presented; motion carried unanimously.

3) Minutes Approved

Motion by J. Kosin/D. Auckland to approve minutes of the Nov. 12th, 2019 meeting; motion carried unanimously.

4) Discuss space needs

J. Forss indicated that staff is still working on the secured area storage & other projects. AC J. Matthys stated that bids have been requested for the Blue Building project & are due Dec. 20th.

5) Discuss the use of the vacated patrol room in the Annex for county employee wellness/exercise

AC J. Matthys indicated that the Wellness Committee inquired about having a space to use as an exercise room for County employees. The former patrol room in the Courthouse Annex was identified as a possible space to use for such a purpose. Committee was in favor of the idea.

6) Discuss / Take action on elevator maintenance contracts

J. Forss reviewed contracts with Committee & stated that Corp. Counsel raised some concerns with the current contracts as they are written & would prefer to clarify those issues & concerns before signing an official contract. He added that it was suggested that the former action be rescinded until those concerns are addressed. Motion by D. Auckland/J. Kosin to rescind the motion to approve a five year contract with Kone Elevator Service for three elevators, made by Supervisors S. Bjork & D. Auckland at the Nov. 12, 2019 Building Committee meeting; motion to rescind carried unanimously.

7) Discuss / Take action on the Round Barn repair agreement

J. Forss explained that he received a repair agreement with the contractor performing the work on the Round Barn at the Fairgrounds. The agreement would be to repair/replace items & areas damaged while the roof was being repaired. Motion by D. Auckland/J. Kosin to approve the repair agreement for the Round Barn; motion carried unanimously.

8) Discuss / Take action on funds to pay the \$4,500 insurance deductible for hail damaged roof replacement projects

J. Forss explained that in August the Highway Dept. paid a \$10,000 deductible for hail damage done to their buildings. Since other departments & buildings have submitted claims & it was determined that the deductible should be distributed among all those departments. The \$4500 would be the Maintenance Dept.'s share of that deductible. He suggested paying it from Building Outlay-Fairgrounds Improvements & then replacing those funds if resolution passes on funding for roof repairs being considered by the County Board. Motion by J. Kosin/D. Auckland to approve paying \$4500 insurance deductible from Building Outlay-Fairgrounds Improvement; motion carried unanimously.

9) Discuss / Take action on declaring equipment and materials excess

J. Forss explained that the Dept. has acquired old office equipment & supplies, subsequent to the completion of the new Law Enforcement Facility. He suggested that the County would not likely be in need of these items & requested that the equipment & materials be declared excess & either sold or disposed of properly. Motion by J. Kosin/D. Auckland to declare office equipment & materials excess & authorize Maintenance Supervisor to sell or dispose of properly; motion carried unanimously.

10) Discuss / Take action on placing excess equipment and materials on WI Surplus Auction

J. Forss explained that this item was related to the previous agenda item in that he was already preparing other approved excess equipment to be sold on the auction site & would like to include any of the previously approved items that have value on the auction site as well. Motion by D. Auckland/J. Kosin to approve placing any of the excess items from Item #9 on the WI Surplus Auction site; motion carried unanimously.

11) Discuss the progress of the roof replacement project

J. Forss indicated that the roof replacement continues & that contractors plan to begin on the PCOB on Thursday.

12) Fair Groundskeeper report

M. Kelly submitted written report & gave oral review of monthly activities that was accepted by the Committee.

13) Maintenance Supervisor report

J. Forss submitted written report & gave oral review of monthly activities that was accepted by the Committee.

14) Future Agenda Items

- Space needs, elevator contracts, Blue Building bids

15) Next Meeting Date

Next regular meeting set for Jan. 14th, 2020 at 4:00 a.m.; County Board Room.

16) Adjournment

Meeting adjourned at 4:43 p.m. by motion of D. Auckland/J. Kosin; motion carried unanimously.

Respectfully submitted by: Jamie R. Feuerhelm, Pierce County Clerk

01/14/20 BCM Packet Material

#4 – Space needs – The Human Services Dept. has occupied the spare office area in the Public Health areas. The rest of the Human Services staff movement will happen soon. The D.A.s office has occupied their temporary secure storage space and the Clerk's office has started to move into their space. Annex spaces have been getting prepped for their repurposing's. No other needs on my part at this time.

#5 – Administrator Coordinator Matthys and I met with Randy LaFaive of Market and Johnson on December 20th to do bid openings for the Blue Building Exterior work. Randy had put the project out for bid in pieces such as the steel work, windows and door work and the painting. He didn't get the bid results that he had hoped for either. The lowest bid prices that he did get equal approximately \$210,000.00. We have \$97,589.00 budgeted for this project. I sent Randy the information from the contractor who had given me a bid of \$95,937.00 in June of last year to see if he was still interested in the project and what his current bid might be. I have not heard anything new at this time.

#6 – Not much has happened with roofs this winter yet. The Roofers did come to get started on the PCOB roof and found it be a little different constructed roof than they had worked on before. They pulled off of the job and ordered different materials and tools so they could make the new roof to be like the existing roof in the style and material thickness. The Roofing Company also sent some of their crew to some schooling in Texas to become certified to work on this style of roof. There will be no extra cost to the County for these changes. Work on the PCOB roof should begin again in the next couple of weeks. The request for funds from the General Budget as you all know will be back in front of the County Board on the 28th for its second reading. AC Matthys had received a phone call from County Board member Dean Bergseng asking if the proposed changes to the Seyforth Building Roof had been looked at by anybody other than the roofing company to say if the proposed changes will give the County the results that we are seeking. AC Matthys said that he would be talking to Randy LaFaive on other projects and would get his opinion. Dean was good with

that. Randy was given the roof sample and information the day the Blue Building Bids were reviewed. Randy's opinion was that it was the right direction to go but would reach out to some of his contacts for their opinion. I have not heard back from Randy yet at this time.

#7 –Elevator maintenance contracts – Corporation Council has suggested some changes to KONEs Contract be made and KONE has agreed to the changes. The original 5 year contract has been changed to a 4 year contract with the needed verbiage changes made. The contract will be ready to be signed at the meeting.

#8 – Fairgrounds Keepers Report – Is included in the packet.

#9 – Maintenance Supervisors Report - Is included in the packet.

#7 Elevator Maintenance

Dedicated to People Flow™



Purchaser ("Purchaser"):
PIERCE COUNTY COURTHOUSE
414 W MAIN ST
ELLSWORTH, Wisconsin 54011-0119

Service Location ("Premises"):
Pierce County Sheriff's Office
555 W Overlook Dr
Ellsworth, Minnesota 54011

KONE Inc. ("KONE")
Minneapolis
2985 Lone Oak Drive, Suite 100
Eagan, MN 55121

TENDER DATE: 10/21/2019

EFFECTIVE DATE: 01/01/2020

SCOPE OF SERVICES

1. EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Type	Sub-Type	Count
Other US Control Systems	Elevator	Hydraulic	1
Thyssen Krupp	Elevator	Hydraulic	1
Motion Control	Elevator	Hydraulic	1

2. SERVICES

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. Hydraulic Elevators

1. **Relay Logic Control System**
All control system components.
2. **Microprocessor Control System**
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. **Power Unit**
Pump, motor, valves, and all related parts and accessories.
4. **Hoistway and Pit Equipment**
All elevator control equipment and buffers.
5. **Rails and Guides**
Guide rails, guide shoe gibs, and rollers
6. **Wiring**
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. **Door Equipment**
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. **Manual Freight Door Equipment**
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
9. **Power Freight Door Equipment**
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. **Hydraulic System Accessories**
Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
11. **Signals and Accessories**
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

12. Car Equipment

All elevator control system components on the car.

3. TESTING

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

4. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

5. SERVICE REQUESTS (CALLBACKS)

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests. Unless specified herein travel time and expenses are billable.

Regular Time Coverage - (Pierce County Office Building Elevator; Pierce County Sheriff's Office Elevator; Pierce County Courthouse Elevator ;)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

6. REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

7. EXCLUSIONS

The following are excluded from the scope of services:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems; adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 85% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treator or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

B. OBSOLESCENCE

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. ELEVATOR

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

8. REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

9. SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

10. NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

11. THIRD PARTY SERVICES

- A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
- B. ~~If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.~~ JR DS
- C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

12. NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERMS AND CONDITIONS

1. TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of FOUR (4) years and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of FOUR (4) years. Either party may terminate this Agreement at the end of the initial FOUR (4) year term or at the end of any subsequent FOUR (4) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
- B. ~~If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.~~ JF DS
- C. Upon termination of the of the Agreement, a \$500 decommissioning and transfer fee shall apply for any elevator phone that needs reprogramming to a different number for emergency monitoring.

~~2. CANCELLATION~~

~~If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.~~ JF DS

3. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

4. PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. ~~KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.~~ JF DS

5. PAYMENT TERMS

Payment is due net thirty (30) days from the date of the invoice. ~~A charge of the greater of (i) one and one-half percent (1.5%) or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.~~ JF DS

6. SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

7. TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under this

Agreement.

8. INSURANCE AND INDEMNIFICATION

KONE will provide its standard certificate of insurance.

To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.

9. LIMITATION OF LIABILITY

- A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to \$250,000. JP
- B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
- C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

10. U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

11. FORCE MAJEURE

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond KONE's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

12. VENUE

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois. JP DS

13. PROPERTY RIGHTS

Pierce County Circuit Court, State of Wisconsin

- A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
- B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

14. MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE:

commences work under the Agreement. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

PRICE

\$465 per month payable by Purchaser annually in advance (\$5,580.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% increase	\$465 per month	<input checked="" type="checkbox"/>
Semi-Annual in advance payment	3% increase	\$478.95 per month	<input type="checkbox"/>
Quarterly in advance payment	6% increase	\$492.90 per month	<input type="checkbox"/>
Monthly in advance payment	8% increase	\$502.20 per month	<input type="checkbox"/>

PIERCE COUNTY COURTHOUSE

(Signature of Authorized Representative)

(Print Name)

Title

Date

Respectfully submitted,

Dalton Jahntz

KONE Inc.

Dalton Jahntz

(Approved by) Authorized Representative

Account Manager

Title

1/02/2020

Date

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from test.

1. Pierce County Office Building Elevator

CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.

Firefighter Safety Testing - Only During PM - The Firefighter's Service Test (necessary records) as required by applicable code will be completed on preventative maintenance visits specified herein. Most jurisdictions allow ownership or management to perform and keep records for firefighter's service testing.

2. Pierce County Sheriffs Office Elevator

CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.

Firefighter Safety Testing - Only During PM - The Firefighter's Service Test (necessary records) as required by applicable code will be completed on preventative maintenance visits specified herein. Most jurisdictions allow ownership or management to perform and keep records for firefighter's service testing.

3. Pierce County Courthouse Elevator

CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.

Firefighter Safety Testing - Only During PM - The Firefighter's Service Test (necessary records) as required by applicable code will be completed on preventative maintenance visits specified herein. Most jurisdictions allow ownership or management to perform and keep records for firefighter's service testing.

24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below are included with this service agreement. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

A. KONE Care - Emergency Phone Monitoring

KONE shall program the elevator phone(s) listed below to call the KONE Customer Care Center and will monitor the elevator phone(s).

Customer shall:

1. Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
3. If KONE does not provide Wireless Phone Provider Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

B. KONE Care - Wireless Phone Provider Service

If Wireless Phone Provider Service is selected, then KONE provides the phone connection via a KONE provided wireless service device and the phone connection must be programmed to the KONE Customer Care Center. KONE Care - Emergency Phone Monitoring is required (see A. above for description of services). Customer shall bear the responsibility to reactivate the analog phone line in the event KONE can no longer provide wireless service. Customer shall also provide KONE access to the appropriate location where the building telecommunications devices are located. KONE reserves the right to remove the wireless hardware in the event

KONE no longer provides the wireless service or maintains the equipment.

By initialing below, you are approving the above KONE Care - Wireless Phone Provider Service for the additional monthly fee of \$105.00.

ACCEPTED BY _____ Date: _____

C. KONE Care 24/7 Connect - Performance Analytics

If KONE 24/7 Connected Services is selected, then KONE shall provide and install the necessary device(s) to perform KONE 24/7 Connected Services on the equipment below. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Under no circumstances shall any indicators or predictions be cause for immediate services, but shall be determined and completed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE.

By initialing below, you are approving the above KONE Care 24/7 Connect - Performance Analytics services for the additional monthly fee of \$195.00.

ACCEPTED BY _____ Date: _____

3. The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect
Pierce County Office Building Elevator	42437976	X	X	X
Pierce County Sheriffs Office Elevator		X	X	X
Pierce County Courthouse Elevator	20292087	X	X	X

- Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.
- KONE 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
- The Services shall be performed for the duration of the Agreement. Should the Agreement expire or terminate, the Services will automatically terminate.
- If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.
- If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services

Attachment "A"
Amendments to Service Agreement

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

The existing two contracts will remain in full force and effect until this contract is fully and properly executed by all parties.

- In regards to the PRICE section:

There will be no surcharge if Semi-Annual, Quarterly or Monthly in advance payment option is chosen.

Service Locations:

Pierce County Courthouse - 414 West Main Street Ellsworth, WI 54011

Pierce County Office Building - 412 West Kinne Street Ellsworth, WI 54011

Pierce County Sheriff's Office - 555 W Overlook Dr, Ellsworth, WI 54011

CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

Where should the invoice be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

Remote Monitoring Service Voice Link and Wireless Phone Service

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1		
2		
3		
First Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Second Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Third Point of Contact (Optional)		
Name:	Title:	
Phone #:	Cell Phone #:	
Local Emergency Authorities (Required)		
Fire Department Phone #:	Police Department Phone #:	

#8

FAIRGROUNDS REPORT FOR DECEMBER 4-DECEMBER 31

- Weekly cleaning and daily vacuuming of Seyforth bldg.
- Help maintenance department with various projects
- Maintenance performed on plow tractor, and other snow equipment
- Plowed campus lots and streets and salted as needed
- Various groups used Seyforth building
- Check all outbuildings daily
- Made out my monthly report
- Attended the Fair Conference. Will give a verbal report at the meeting.

Matt Kelly 12-31-2019

#9 Maintenance Supervisors Report

December 10th 2019 – January 8th 2020

- Completed some cleaning and repairs for the Highway Dept.
- Completed some cleaning and repairs for the Courthouse, PCOB and the LEC.
- Worked on the PCOB and BB projects.
- Worked with the Fair on things.
- Blue Building cleaning and organizing.
- Worked on the roof projects.
- Been removing snow
- Worked on moving different departments around
- Been short staffed since the first part of October.
- Completed many work orders
- 2168 days without time lost injuries has been accomplished.
- Prepared for this meeting

Jerry Forss 01-08-20