



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, DECEMBER 15, 2021, 5:00 PM

AMENDED

PLEASE NOTE TIME CHANGE

Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

1. This item contains documents which provide call in information and instructions for the Zoom meeting.

B. Roll Call.

C. Approval of the Agenda.

D. Approval of Minutes.

E. Regular Business.

1. Consideration with possible action on request to discuss changes to yard waste site operation, including use of the sites by non-Green Bay residents and/or contractors. (Ald. Steuer)
2. Consideration with possible action on the review and approval of the 2022 Sanitary District rates.
3. Consideration with possible action on the review and approval of the 2022 Storm Water Utility rates.
4. Consideration with possible action on request by Department of Public Works to purchase gate arms for Main Street Bridge via sole source from B&B Roadway in the amount of

\$15,400 not including freight.

5. Consideration with possible action on Parking Division access and revenue control equipment service agreement.
6. Report of actions taken by Department of Public Works

A. Granting of 2022 Licenses

I. Sidewalk Builder

- a. Rabine America Maintenance, LLC

F. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. The next Improvement and Services Committee meeting is scheduled for January 12, 2022.

G. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Improvement and Services Committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.

Virtual Meeting Instructions



Improvement & Services Committee

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/82206544400?pwd=NDd1bmszNUhBWW9XRUVU5ck1zMjZ2QT09>

Meeting ID: 822 0654 4400

Passcode: 635662

One tap mobile

+13126266799,,82206544400#,,,,*635662# US (Chicago)

+19292056099,,82206544400#,,,,*635662# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 822 0654 4400

Passcode: 635662

Find your local number: <https://us02web.zoom.us/j/kc7RtLdfPZ>

Additional Information

1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
3. Please log into the Zoom meeting 10 minutes before the meeting starts to ensure proper technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
4. Once you are in the meeting please mute yourselves.
 - a. You may unmute yourself when you are called upon to speak.
5. Waiting room
 - a. When you call in, all callers/participants will be placed in a “waiting room.”
 - b. Persons on the agenda will be admitted to the meeting, and then once the item is concluded, the host will permanently mute you from the meeting (you can still hear the meeting).
6. Using Zoom with a tablet or computer
 - a. Tablet—you will be asked to sign in. Download the app either with the Apple Store or the Play Store
 - b. Computer—you will be asked to sign in. You may download the app or click on the link to open Zoom in your browser.
7. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You’ll receive another email confirming that you’re registered for the meeting.
 - b. If you’re using a phone, your registration will still be tied to an email.
8. Raising your hand
 - a. Committee members—you can either use CivicClerk and request to speak or you can “raise your hand” in the zoom meeting (you’d need to use a computer or tablet) to let the host know you’d like to speak. You can also un-mute yourselves and start speaking.
 - b. Persons on the agenda—you can “raise your hand” but you’d need to use a computer. You will be allowed to speak, per Wisconsin Open Meetings Rules, once the committee has “opened the floor for interested parties to speak.” Once the committee is finished with your agenda item, the host will mute you permanently, unless the committee opens the floor again.
9. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—well in advance of the meeting, please download the Zoom Meeting app before you join a meeting by using either the Apple Store or the Play Store. You will be asked to input your name, thus identifying you for the meeting. You’ll also be asked to verify your email.
 - d. Computer—well in advance of the meeting, please download the Zoom Meeting app, but you can also click on a link to open the Zoom Meeting in your browser. You will be asked to input your name, thus identifying you for the meeting.
 - e. For tablet and computer users—if you download the app you will be asked to verify your email.
10. Zoom etiquette
 - a. Muting yourselves when you’re not talking will prevent your background noise from interfering with others’ ability to listen to and participate in the meeting.
 - b. If you’re using a telephone, please identify yourself with your phone number and name before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourselves.
11. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching live on YouTube will see a gray screen with the City logo during closed session.
12. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number above.

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
 - a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen



3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not need to talk, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button



- b. If you're using a computer, you should see a Mute button in the Zoom application





Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 15, 2021

PREPARED BY

AGENDA ITEM # E.1

Consideration with possible action on request to discuss changes to yard waste site operation, including use of the sites by non-Green Bay residents and/or contractors. (Ald. Steuer)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Communication Ald. Steuer

From: [Steven Grenier](#)
To: [Jamie Destiche](#)
Subject: FW: Communication
Date: Monday, December 6, 2021 4:24:25 PM

Jamie,

Here is an item for the agenda though. Please add the following: Consideration with possible action on a request by Ald. Steuer to discuss changes to yard waste site operation, including use of the sites by non-Green Bay residents and/or contractors.

Thanks,
Steve

Steven M. Grenier, P.E.
Director of Public Works
City of Green Bay
Department of Public Works
920.448.3097
steven.grenier@greenbaywi.gov
greenbaywi.gov

-----Original Message-----

From: District Ten
Sent: Thursday, December 2, 2021 12:02 PM
To: Steven Grenier <Steven.Grenier@greenbaywi.gov>
Subject: Re: Communication

Perfect, Steve. Stay good.

Sent from my iPhone

> On Dec 2, 2021, at 9:08 AM, Steven Grenier <Steven.Grenier@greenbaywi.gov> wrote:
>
> Very good. How does this sound?
>
> Consideration with possible action on a request by Ald. Steuer to discuss changes to yard waste site operation, including use of the sites by non-Green Bay residents and/or contractors.
>
> Steve
>
> Steven M. Grenier, P.E.
> Director of Public Works
> City of Green Bay
> Department of Public Works
> 920.448.3097
> steven.grenier@greenbaywi.gov
> greenbaywi.gov
>
>
> -----Original Message-----
> From: District Ten
> Sent: Thursday, December 2, 2021 8:20 AM
> To: Steven Grenier <Steven.Grenier@greenbaywi.gov>

> Subject: Re: Communication
>
> I am looking at the yard waste sites. Having non-Green Bay citizens using them. Looking at possible revenues.
>
> Sent from my iPhone
>
>> On Dec 2, 2021, at 7:51 AM, Steven Grenier <Steven.Grenier@greenbaywi.gov> wrote:
>>
>> Ald. Mark,
>>
>> Happy to get it on the agenda. However, I'm going to have to take the blame on this one. The last communication I have from you that referenced the yard waste site was from Richard Parins asking about the rail crossing. Is there something different?
>>
>> Thanks,
>> Steve
>>
>> Steven M. Grenier, P.E.
>> Director of Public Works
>> City of Green Bay
>> Department of Public Works
>> 920.448.3097
>> steven.grenier@greenbaywi.gov
>> greenbaywi.gov
>>
>>
>> -----Original Message-----
>> From: District Ten
>> Sent: Wednesday, December 1, 2021 8:14 PM
>> To: Steven Grenier <Steven.Grenier@greenbaywi.gov>
>> Cc: James Brunette <James.Brunette@greenbaywi.gov>
>> Subject: Communication
>>
>> Gents,
>> I had put it a communication with concerns about the yard waste sites and issues real of perceived. Please let me know if this can be discussed at next I & S.
>>
>> Ald. Mark
>>
>> Sent from my iPhone
>



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 15, 2021

PREPARED BY**AGENDA ITEM # E.2**

Consideration with possible action on the review and approval of the 2022 Sanitary District rates.

BACKGROUND**RECOMMENDATION****FISCAL IMPACT****ATTACHMENTS**

1. PROPOSED Sewer Service Charges 2022
2. SSD RATE HISTORY78- 22
3. SSD RATE HISTORY78- 22 GRAPH

PROPOSED 2022
SEWER SERVICE CHARGES

SECTION (3)(c)1. NON-MONITORED USERS

Section (3)(c)1.a. Normal Sewage Strength Parameters Five year Average

Biochemical Oxygen Demand (BOD)	= 249 ppm
Suspended Solids (S.S.)	= 425 ppm
Phosphorous	= 6.8 ppm
Total Kjeldahl Nitrogen (TKN)	= 39.9 ppm

Section (3)(c)1.b. Service Charge

Service Charge = Customer Charge + Volume Charge

Section (3)(c)1.c. Customer Charge

<u>Meter Size</u> (Inches)	Monthly Billed Customers		Quarterly Billed Customers	
	<u>Allowance</u> (100 c.f.)	<u>Amount</u> (\$)	<u>Allowance</u> (100 c.f.)	<u>Amount</u> (\$)
5/8 or 3/4	1	\$ 16.60	3	\$ 35.90
1	3	30.50	9	76.10
1 1/2	5	44.30	15	116.30
2	10	79.70	30	218.30
3	20	172.50	60	489.70
4	30	256.00	90	712.60
6	65	507.20	195	1,424.50
8	175	1,198.00	510	3,368.00
10	250	1,703.20	750	4,901.20

c.f. = cubic feet

Section (3)(c)1.d. Volume Charge

The G.B.M.S.D. rates for the current period are:

Volume:	\$0.87645/1,000 gallons
BOD:	\$0.53922/pound
Suspended Solids	\$0.64839/pound
Phosphorous:	\$2.94038/pound
TKN:	\$0.73742/pound

Based On The G.B.M.S.D. Rates, The Volume Charges Are As Follows:

The G.B.M.S.D. Charge shall be:..... \$3.52/100 cubic feet
The City charge shall be:..... \$2.29/100 cubic feet
The total volume charge shall be:..... \$5.81/100 cubic feet

Section (3)(c)2. MONITORED USERS

Abnormal Strength Sewage

Section (3)(c)2.a. Service Charge

Service Charge = Monthly Customer Charge + Quantity Charge
+ Sampling Charge

Section (3)(c)2.b. Monthly Customer Charge

\$2392.00 per month

Section (3)(c)2.c. Quantity Charges

	<u>G.B.M.S.D. Rate</u>	<u>City Rate</u>	<u>Total Rate</u>
Volume:	\$0.65558/100 c.f. ^(a)	\$2.29/100 c.f.	\$2.94558/100 c.f.
BOD:	\$0.53922/pound	--	\$0.53922/pound
S.S.:	\$0.64839/pound	--	\$0.64839/pound
Phosphorous:	\$2.94038/pound	--	\$2.94038/pound
TKN:	\$0.73742/pound	--	\$0.73742/pound

^(a)Equivalent to \$0.87645/1,000 gallons
c.f. = cubic feet

Section (3)(c)2.d. Sampling Charge

2022 Rates

Sample Collection (\$12) & Analysis (\$45) = \$57.00 per sample
Sampler Rental = \$35.00 per day

SANITARY SEWER DISTRICT RATE HISTORY

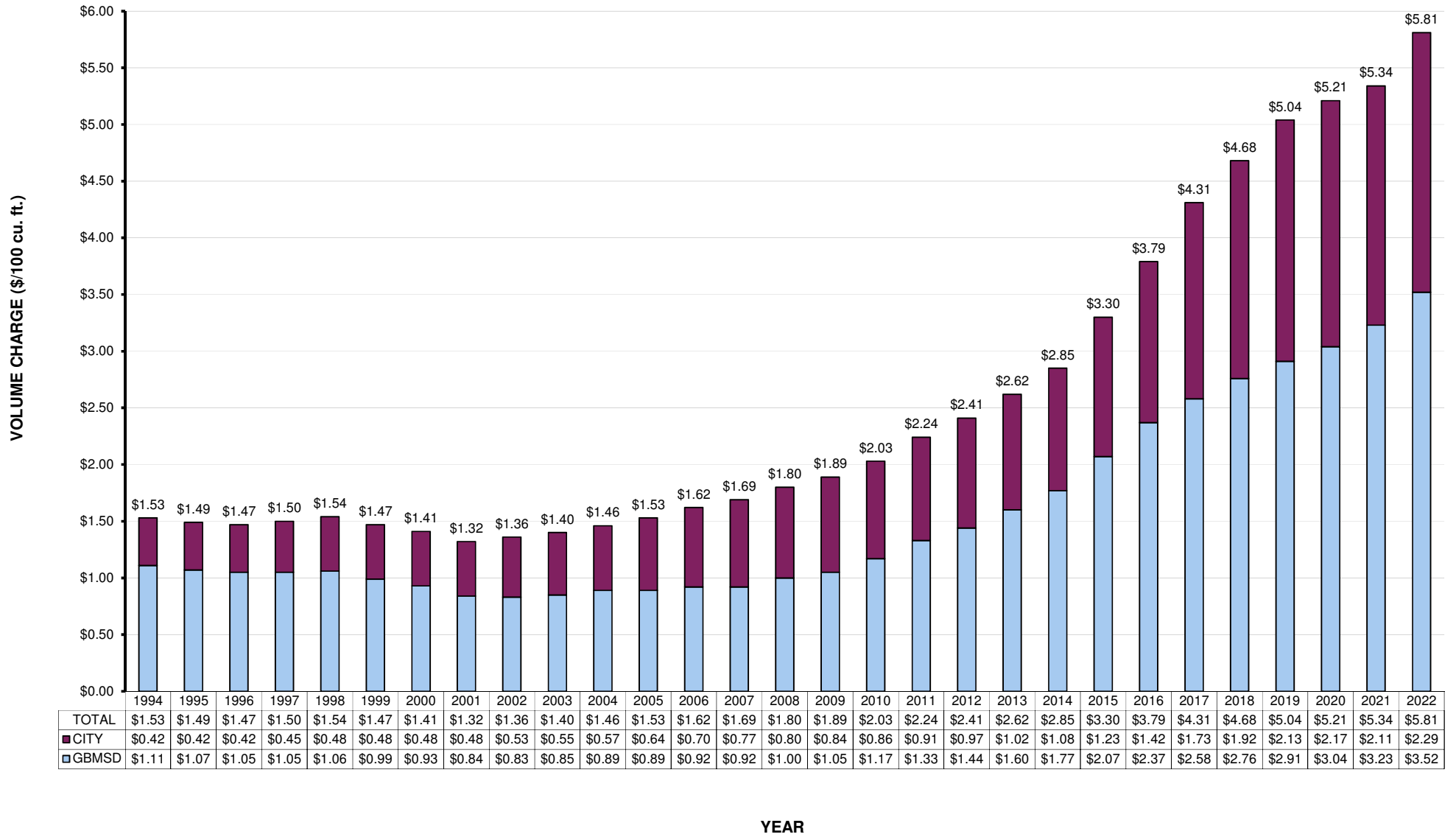
								QUARTERLY	
VOLUME CHARGE				MINIMUM CHARGE				CHARGE	
NON-MONITORED USERS				NON-MONITORED USERS				(AVERAGE	
								RESIDENTIAL	
YEAR	GBMSD	CITY	TOTAL	I/I	VOLUME	BILLING	TOTAL	CUSTOMER)	BUDGET
1979	\$0.55	\$0.27	\$0.82	\$3.73	\$2.46	\$1.36	\$7.55	\$22.31	\$5,418,930.00
1980	\$0.56	\$0.33	\$0.89	\$4.48	\$2.67	\$1.50	\$8.65	\$24.67	\$5,138,000.00
1981	\$0.56	\$0.36	\$0.92	\$4.52	\$2.76	\$1.47	\$8.75	\$25.31	\$5,358,500.00
1982	\$0.55	\$0.40	\$0.95	\$4.32	\$2.85	\$2.18	\$9.35	\$26.45	\$5,683,500.00
1983	\$0.54	\$0.42	\$0.96	\$4.35	\$2.88	\$2.47	\$9.70	\$26.98	\$6,282,000.00
1984	\$0.55	\$0.44	\$0.99	\$4.36	\$2.97	\$2.67	\$10.00	\$27.82	\$6,573,000.00
1985	\$0.54	\$0.40	\$0.94	\$4.42	\$2.82	\$2.86	\$10.00	\$26.92	\$7,004,000.00
1986	\$0.56	\$0.36	\$0.92	\$3.70	\$2.76	\$2.84	\$9.30	\$25.86	\$6,867,000.00
1987	\$0.62	\$0.38	\$1.00	\$3.91	\$3.00	\$3.04	\$9.95	\$27.95	\$7,275,000.00
1988	\$0.62	\$0.38	\$1.00	\$4.04	\$3.00	\$3.11	\$10.15	\$28.15	\$7,902,000.00
1989	\$0.72	\$0.38	\$1.10	\$4.04	\$3.30	\$3.16	\$10.50	\$30.30	\$8,216,000.00
1990	\$0.92	\$0.38	\$1.30	\$4.04	\$3.90	\$3.26	\$11.20	\$34.60	\$8,979,000.00
1991	\$0.93	\$0.41	\$1.34	\$4.24	\$4.02	\$3.14	\$11.40	\$35.52	\$9,588,000.00
1992	\$1.01	\$0.41	\$1.42	\$3.75	\$4.26	\$3.09	\$11.10	\$36.66	\$10,331,000.00
1993	\$1.09	\$0.41	\$1.50	\$3.10	\$4.50	\$3.75	\$11.35	\$38.35	\$11,773,000.00
1994	\$1.11	\$0.42	\$1.53	\$2.98	\$4.59	\$3.93	\$11.50	\$39.04	\$10,914,000.00
1995	\$1.07	\$0.42	\$1.49	\$3.00	\$4.47	\$4.58	\$12.05	\$38.87	\$11,349,000.00
1996	\$1.05	\$0.42	\$1.47	\$3.00	\$4.41	\$4.64	\$12.05	\$38.51	\$12,336,000.00
1997	\$1.05	\$0.45	\$1.50	\$3.00	\$4.50	\$4.92	\$12.42	\$39.42	\$12,163,500.00
1998	\$1.06	\$0.48	\$1.54	\$3.00	\$4.62	\$5.56	\$13.18	\$40.90	\$12,206,700.00
1999	\$0.99	\$0.48	\$1.47	\$3.00	\$4.41	\$5.40	\$12.81	\$39.27	\$12,744,500.00
2000	\$0.93	\$0.48	\$1.41	\$3.00	\$4.23	\$5.51	\$12.74	\$38.12	\$12,300,000.00
2001	\$0.84	\$0.48	\$1.32	\$3.00	\$3.96	\$5.62	\$12.58	\$36.34	\$14,744,000.00
2002	\$0.83	\$0.53	\$1.36	\$3.12	\$4.08	\$5.44	\$12.64	\$37.12	\$14,601,010.00
2003	\$0.85	\$0.55	\$1.40	\$3.12	\$4.20	\$5.44	\$12.76	\$37.96	\$14,707,890.00
2004	\$0.89	\$0.57	\$1.46	\$3.27	\$4.38	\$5.61	\$13.30	\$39.58	\$14,914,160.00
2005	\$0.89	\$0.64	\$1.53	\$3.91	\$4.59	\$4.94	\$13.50	\$41.04	\$15,165,010.00
2006	\$0.92	\$0.70	\$1.62	\$4.29	\$4.86	\$4.62	\$13.80	\$42.96	\$15,234,270.00
2007	\$0.92	\$0.77	\$1.69	\$4.80	\$5.07	\$4.63	\$14.50	\$44.92	\$15,523,730.00
2008	\$1.00	\$0.80	\$1.80	\$5.23	\$5.40	\$4.74	\$15.40	\$47.80	\$15,700,210.00
2009	\$1.05	\$0.84	\$1.89	\$5.41	\$5.67	\$5.33	\$16.40	\$50.42	\$13,977,596.00
2010	\$1.17	\$0.86	\$2.03	\$5.72	\$6.09	\$5.57	\$17.40	\$53.94	\$15,658,490.00
2011	\$1.33	\$0.91	\$2.24	\$6.52	\$6.72	\$5.06	\$18.30	\$58.62	\$16,355,716.00
2012	\$1.44	\$0.97	\$2.41	\$6.60	\$7.23	\$5.01	\$18.80	\$62.18	\$17,593,540.00
2013	\$1.60	\$1.02	\$2.62	\$6.67	\$7.86	\$5.07	\$19.60	\$66.76	\$17,183,170.00
2014	\$1.77	\$1.08	\$2.85	\$6.00	\$8.55	\$5.42	\$20.00	\$71.30	\$18,623,220.00
2015	\$2.07	\$1.23	\$3.30	\$6.59	\$9.90	\$5.41	\$21.90	\$81.30	\$20,000,120.00
2016	\$2.37	\$1.42	\$3.79	\$8.98	\$11.37	\$5.57	\$25.90	\$94.12	\$21,522,582.00
2017	\$2.58	\$1.73	\$4.31	\$9.00	\$12.93	\$5.56	\$27.60	\$105.18	\$24,325,816.00
2018	\$2.76	\$1.92	\$4.68	\$9.74	\$14.04	\$5.93	\$29.70	\$113.94	\$25,995,950.00
2019	\$2.91	\$2.13	\$5.04	\$10.72	\$15.12	\$5.90	\$31.70	\$122.42	\$28,754,196.00
2020	\$3.04	\$2.17	\$5.21	\$10.24	\$15.63	\$6.41	\$32.30	\$126.08	\$31,012,511.00
2021	\$3.23	\$2.11	\$5.34	\$11.52	\$16.02	\$6.66	\$34.10	\$130.22	\$31,176,695.00
2022	\$3.52	\$2.29	\$5.81	\$11.57	\$17.43	\$6.94	\$35.90	\$140.48	\$31,181,361.00
%CHANGE	8.98	8.53	8.80	0.43	8.80	4.20	5.28	7.88	0.01

NOTE:

- 1) GBMSD VOLUME CHARGE = Cost of treatment of 100 cu. ft. of sewage with an estimated strength 249/425/6.8/39.9 (BOD, Suspended Solids, Phosphorous, TKN)
NOTE: TKN billing parameter added 01/01/92.
- 2) CITY VOLUME CHARGE = Service charge (per 100 cu. ft.) for such items as administrative costs, sewer repair, maintenance charges, etc.
- 3) I/I CHARGE = Quarterly charge for infiltration/inflow.
- 4) MINIMUM VOLUME CHARGE = Total volume charge x 300 cu. ft./qtr.
- 5) BILLING CHARGE = Cost for water Department to prepare bill.
- 6) QUARTERLY CHARGE = (average residential customer) = 1800 cu. ft. x total volume charge + minimum charge.

12/9/21

SANITARY SEWER DISTRICT RATE HISTORY





Report to the
**Improvement and Service Committee
of the City of Green Bay**

MEETING DATE

December 15, 2021

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on the review and approval of the 2022 Storm Water Utility rates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Storm Water Utility - 2022 Budget-Rate
2. Storm Water Utility - Budget History Data
3. Storm Water Utility - Budget History Graph

STORM WATER UTILITY

ACCOUNT NUMBER 205525 - XXXXX

Number of ERU's

79,250

2022 BUDGET

12/09/21

ACCOUNT #	TITLE	Amount
50001	REGULAR SALARIES	\$1,487,466
50501	OVERTIME	\$39,996
51201	HEALTH INSURANCE	\$327,811
51202	DENTAL INSURANCE	\$27,836
51203	LIFE INSURANCE	\$1,882
51204	LEVY SUPPORTED HEALTH INSURANCE	\$0
51210	SOCIAL SECURITY	\$92,323
51211	MEDICARE	\$21,616
51212	WORKER'S COMPENSATION	\$37,174
51301	WRS - EMPLOYER SHARE	\$99,313
51402	CLOTHING ALLOWANCE	\$3,000
51403	SAFETY GLASSES	\$1,500
51404	PERSONAL SUPPLIES	\$5,000
52001	TRAINING & TRAVEL	\$5,900
52003	DUES & BONDS	\$6,000
53001	CONTRACTUAL SERVICES	\$150,000
53002	COPY MACHINE	\$3,000
53014	LICENCES & PERMITS	\$46,100
53017	FINANCE SERVICES	\$375,000
53020	DATA PROCESSING SERVICES	\$40,000
53021	LEGAL FEES	\$3,000
53031	ENGINEERING / ADMINISTRATIVE	\$0
53040	SANITATION DISPOSAL CHARGES	\$200,000
53102	SEDIMENT CREDIT - GBP (New 2019)	\$334,525
53110	SEWER SAMPLING CHARGES	\$5,000
54001	MATERIALS & SUPPLIES	\$100,000
54007	PUBLIC EDUCATION	\$5,000
54010	GAS, OIL & LUBRICANT	\$61,000
55101	EQUIPMENT REPAIRS	\$200,000
55130	CITY EQUIPMENT USAGE	\$300,000
55140	EQUIPMENT REPLACEMENT	\$0
55150	NEW EQUIPMENT	\$0
55191	EQUIPMENT REPLACEMENT FUND	\$0
55320	DIKE MAINTENANCE	\$5,000
55358	PUMP STATION REPAIRS	\$100,000
56101	ELECTRICITY	\$106,000
56201	NATURAL GAS	\$110
56301	TELEPHONE	\$4,000
56302	CELL PHONES	\$7,000
56402	WATER	\$1,750
56403	SEWER	\$100
57098	DEPARTMENT INSURANCE CHARGES	\$18,829
59910	TRANSFER OUT - GENERAL FUND	\$470,000
59930	TRANSFER OUT - DEBT SERVICE	\$1,415,895
	TRANSFER OUT - FORESTRY DEBT SERVICE	\$0
59940	TRANSFER OUT - CAPITAL PROJECTS	\$2,412,980
	Subtotal	\$8,521,106
205670	TRANSFER OUT - FORESTRY FUNDING	\$1,371,585
	Subtotal w/ Forestry	\$9,892,691
	APPLIED SURPLUS	\$0
	APPLIED INTEREST REVENUE	\$0
	TOTAL	\$9,892,691

ERU charge(per year) **\$124.83**

ERU Charge(per month) **\$10.40**

ANNUAL BUDGET COMPAR

ACCOUNT #	TITLE	2004		2005		2006		2007		2008		2009	2009	2010	2010	2011	2011	2012	2012
		Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
50001	REGULAR SALARIES	\$371,830.00	\$276,836.55	\$739,830.00	\$485,011.91	\$764,950.00	\$654,717.11	\$788,370.00	\$666,937.54	\$813,160.00	\$817,840.18	\$848,930.00	\$935,354.67	\$861,340	\$882,919	\$885,030	\$905,652	\$889,800	\$968,560
50501	OVERTIME	\$128,860.00	\$107,004.50	\$150,740.00	\$63,096.59	\$166,820.00	\$87,529.90	\$168,100.00	\$111,048.74	\$150,160.00	\$106,913.90	\$153,300.00	\$108,632.21	\$153,640	\$86,203	\$154,480	\$22,417	\$144,000	\$3,965
51201	HEALTH INSURANCE	\$114,130.00	\$73,560.97	\$259,930.00	\$148,835.27	\$219,500.00	\$250,203.52	\$216,120.00	\$271,770.16	\$262,520.00	\$281,361.09	\$263,870.00	\$273,001.30	\$252,990	\$151,358	\$255,530	\$165,177	\$251,360	\$248,256
51202	DENTAL INSURANCE	\$7,730.00	\$6,703.62	\$18,970.00	\$12,978.85	\$17,810.00	\$21,020.93	\$17,410.00	\$21,090.40	\$18,430.00	\$20,185.31	\$18,420.00	\$19,038.39	\$18,890	\$11,373	\$19,480	\$13,083	\$19,310	\$18,864
51203	LIFE INSURANCE	\$870.00	\$807.77	\$2,070.00	\$1,242.47	\$1,650.00	\$1,980.00	\$1,680.00	\$2,016.00	\$1,620.00	\$1,213.12	\$1,680.00	\$2,281.21	\$1,680	\$1,483	\$1,870	\$2,345	\$1,900	\$1,970
51204	LEVY SUPPORTED HEALTH INSURANCE																		
51210	SOCIAL SECURITY	\$24,840.00	\$22,473.53	\$55,220.00	\$31,005.66	\$50,580.00	\$42,911.33	\$51,370.00	\$43,299.29	\$50,430.00	\$53,638.24	\$62,140.00	\$58,659.98	\$62,930	\$57,170	\$64,450	\$54,099	\$64,100	\$56,592
51211	MEDICARE	\$5,830.00	\$5,510.37	\$12,920.00	\$7,906.05	\$11,830.00	\$10,612.38	\$12,010.00	\$11,108.76	\$11,800.00	\$13,170.68	\$14,530.00	\$14,985.16	\$14,720	\$14,387	\$15,080	\$13,271	\$15,000	\$13,516
51212	WORKER'S COMPENSATION	\$5,000.00	\$0.00	\$22,000.00	\$0.00	\$13,000.00	\$5,676.66	\$24,400.00	\$9,980.51	\$26,800.00	\$68,718.98	\$28,480.00	-\$13,817.43	\$22,950	-\$23,373	\$19,090	\$77,132	\$23,570	\$0
51301	WRS - EMPLOYER SHARE	\$39,240.00	\$31,673.77	\$90,840.00	\$50,810.11	\$84,610.00	\$64,850.33	\$87,820.00	\$67,607.07	\$86,210.00	\$82,237.75	\$104,230.00	\$88,152.42	\$111,650	\$90,456	\$120,590	\$68,574	\$61,000	\$50,104
51401	CAR ALLOWANCE			\$0.00	\$87.99	\$0.00	\$1,182.99	\$0.00	\$365.87		\$0.00								\$8
51402	CLOTHING ALLOWANCE					\$0.00	\$200.95	\$0.00	\$316.52										\$85
51404	PERSONAL SUPPLIES							\$0.00	\$100.00										
51403	SAFETY GLASSES	-	-	-	-	-	-	-	-	-	-	-		\$1,000	\$232	\$1,000	\$0	\$1,000	\$0
51404	PERSONAL SUPPLIES	-	-	-	-	-	-	-	-	-	-	-		\$3,000	\$0	\$3,000	\$0	\$3,000	\$0
52001	TRAINING & TRAVEL	\$0.00		\$0.00		\$0.00	\$1,139.64	\$0.00	\$6.01	\$2,000.00	\$33.58	\$0.00	\$320.00	\$1,000	\$435	\$250	\$250	\$250	\$414
52003	DUES & BONDS	-	-	-	-	-	-	-	-	-	-	\$4,500.00	\$4,500.00	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
53001	CONTRACTUAL SERVICES	\$12,500.00	\$3,500.00	\$25,000.00	\$3,900.00	\$25,000.00	\$11,124.88	\$68,640.00	\$69,531.55	\$70,020.00	\$68,065.42	\$355,220.00	\$162,372.54	\$67,800	\$61,156	\$77,500	\$29,044	\$177,500	\$43,409
53002	COPY MACHINE	-	-	-	-	-	-	-	-	-	-	-	\$345.47	\$2,500	\$787	\$3,000	\$949	\$3,000	\$214
53014	LICENCES & PERMITS	-	-	-	-	-	-	-	-	-	-	\$12,000.00	\$12,000.00	\$12,000	\$12,000	\$12,000	\$12,000	\$13,750	\$13,750
53017	FINANCE SERVICES	\$95,000.00	\$0.00	\$200,000.00	\$180,000.00	\$200,000.00	\$207,462.05	\$210,000.00	\$200,000.00	\$210,000.00	\$235,869.35	\$220,000.00	\$216,000.00	\$230,000	\$225,000	\$250,000	\$250,000	\$240,000	\$225,000
53020	DATA PROCESSING SERVICES		-	-	-	-	-	-	-	-	-	-	-	\$13,190	\$6,914	\$13,190	\$6,883	\$10,000	\$6,896
53021	LEGAL FEES																		
53031	ENGINEERING/ADMINISTRATIVE SERVICES																		
53040	SANITATION DISPOSAL CHARGES	-	-	-	-	-	-	-	-	-	-	-		\$387,600	\$0	\$397,800	\$0	\$200,000	\$251,941
53102	SEDIMENT CREDIT - GBP (New 2019)																		
53110	SEWER SAMPLING CHARGES	\$5,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$206.60	\$10,000.00	\$0.00	\$10,000.00		\$10,000	\$2,267	\$10,000	\$0	\$5,000	\$0
53112	SEWER SERVICE RATE STABILIZATION	\$873,990.00	\$0.00	\$134,700.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0	\$0		\$0	\$0	\$0
54001	MATERIALS & SUPPLIES	\$25,000.00	\$23,304.94	\$50,000.00	\$45,104.10	\$50,000.00	\$16,191.14	\$50,000.00	\$24,473.34	\$50,000.00	\$59,395.51	\$84,750.00	\$42,005.39	\$75,000	\$40,493	\$60,000	\$50,624	\$60,000	\$40,616
54007	PUBLIC EDUCATION																		
54010	GAS, OIL & LUBRICANT	\$0.00		\$1,000.00	\$2,721.41	\$5,000.00	\$4,743.54	\$10,000.00	\$19,785.67	\$10,000.00	\$31,500.97	\$40,000.00	\$19,827.41	\$60,000	\$29,888	\$45,000	\$39,799	\$45,000	\$44,018
55101	EQUIPMENT REPAIRS	\$0.00		\$1,000.00	\$5,200.84	\$5,000.00	\$7,527.06	\$17,500.00	\$30,044.19	\$17,500.00	\$41,576.68	\$40,000.00	\$37,667.62	\$60,000	\$63,099	\$60,000	\$62,974	\$70,000	\$91,935
55130	CITY EQUIPMENT USAGE	\$265,000.00	\$277,038.72	\$530,000.00	\$324,542.00	\$543,000.00	\$450,159.40	\$510,000.00	\$460,656.03	\$510,000.00	\$438,171.37	\$475,000.00	\$401,331.97	\$435,000	\$385,274	\$450,000	\$341,649	\$450,000	\$194,759
55140	EQUIPMENT REPLACEMENT	\$0.00		\$145,500.00	\$128,125.88	\$145,000.00	\$139,597.28	\$166,000.00	\$158,099.95	\$2,000.00	\$0.00	\$0.00		\$0	\$0	\$0	\$6,316	\$0	\$0
55150	NEW EQUIPMENT	\$0.00		\$0.00		\$0.00	\$0.00	\$14,000.00	\$8,732.60	\$5,000.00	\$4,197.00	\$0.00		\$2,000	\$0	\$0	\$0	\$0	\$0
55191	EQUIPMENT REPLACEMENT FUND	\$0.00		\$0.00		\$17,160.00	\$0.00	\$35,820.00	\$0.00	\$56,540.00	\$0.00	\$56,540.00		\$0	\$0	\$0	\$0	\$0	\$0
55320	DIKE MAINTENANCE	\$0.00		\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0
55358	PUMP STATION REPAIR (NEW 2018)																		
56101	ELECTRICITY	\$12,500.00	\$2,454.72	\$25,000.00	\$19,920.29	\$27,750.00	\$23,794.66	\$29,310.00	\$22,438.93	\$29,310.00	\$30,246.53	\$31,590.00	\$30,558.87	\$34,040	\$42,695	\$36,400	\$44,330	\$45,000	\$32,102
56201	NATURAL GAS	\$150.00	\$0.00	\$300.00	\$0.00	\$310.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	\$100	\$0	\$110	\$0	\$110	\$0
56301	TELEPHONE																		
56302	CELL PHONES	\$750.00	\$0.00	\$1,000.00	\$106.59	\$1,000.00	\$0.00	\$750.00	\$0.00	\$750.00	\$0.00	\$750.00	\$0.00	\$750	\$0	\$1,650	\$0	\$1,650	\$0
56402	WATER	\$100.00	\$0.00	\$200.00	\$0.00	\$220.00	\$0.00	\$200.00	\$0.00	\$200.00	\$0.00	\$200.00	\$0.00	\$200	\$0	\$200	\$0	\$200	\$0
56403	SEWER	\$50.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	\$100	\$0	\$100	\$0	\$100	\$0
57098	DEPARTMENT INSURANCE CHARGES	\$2,820.00	\$0.00	\$5,720.00	\$5,070.00	\$6,780.00	\$7,464.00	\$7,230.00	\$8,419.00	\$6,410.00	\$11,878.04	\$6,640.00	\$6,151.75	\$7,740	\$14,133	\$7,900	\$6,150	\$15,000	\$6,360
59910	TRANSFER OUT - GENERAL FUND																		\$0
59930	TRANSFER OUT - DEBT SERVICE	\$0.00		\$65,340.00	\$65,337.00	\$108,110.00	\$382,767.00	\$166,670.00	\$166,669.00	\$204,000.00	\$204,000.00	\$210,380.00	\$286,970.81	\$302,770	\$302,766	\$427,650	\$422,391	\$432,540	\$424,929
59940	TRANSFER OUT - CAPITAL PROJECTS	\$0.00		\$1,430,000.00	\$1,430,000.00	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$1,650,000.00	\$1,759,520.00	\$1,750,000.00	\$1,806,540.00	\$2,041,160	\$2,041,160	\$2,178,280	\$2,178,280	\$2,256,260	\$2,268,433
	EXPENDITURE BUDGET	\$0.00	\$0.00	\$0.00	\$9.93														
205670	TRANSFER OUT - FORESTRY FUNDING																		
	APPLIED SURPLUS													-\$200,000	\$0	-\$365,000	\$0	-\$294,000	\$0
	APPLIED INTEREST REVENUE																		
	TOTAL	\$1,991,190.00	\$830,869.46	\$3,982,380.00	\$3,011,003.01	\$3,980,180.00	\$3,892,856.75	\$4,168,600.00	\$3,874,703.73	\$4,260,060.00	\$4,329,733.70	\$4,798,350.00	\$4,512,879.74	\$5,057,240.00	\$4,504,776.02	\$5,215,130.00	\$4,777,889.38	\$5,214,900.00	\$5,011,195.76
	Equivalent Runoff Units (ERU's)	39,000		78,000		75,500		75,500		73,500		73,000		74,000		74,000		74,000	
	ERU charge(per year)	\$51.00		\$51.00		\$52.68		\$55.20		\$57.96		\$65.73		\$68.34		\$70.47		\$70.47	
	ERU Charge(per month)	\$4.25		\$4.25		\$4.39		\$4.60		\$4.83		\$5.48		\$5.70		\$5.87		\$5.87	

ISON

ACCOUNT #	TITLE	2013 Budget	2013 Actual	2014 Budget	2014 Actual	2015 Budget	2015 Actual	2016 Budget	2016 Actual	2017 Budget	2017 Actual	2018 Budget	2018 Actual	2019 Budget	2019 Actual	2020 Budget	2020 Actual	2021 Proposed Budget	2022 Proposed Budget
50001	REGULAR SALARIES	\$934,450	\$993,514	\$945,230	\$1,030,914	\$1,073,670	\$1,293,193	\$1,108,778	\$1,091,213	\$1,131,498	\$1,239,881	\$1,162,066	\$772,176	\$1,265,315	\$818,045	\$1,344,840	\$849,588	\$1,449,296	\$1,487,466
50501	OVERTIME	\$40,000	\$32,287	\$40,000	\$4,478	\$40,000	\$14,043	\$39,996	\$10,936	\$40,000	\$11,757	\$39,996	\$7,964	\$39,996	\$15,918	\$39,996	\$10,320	\$39,996	\$39,996
51201	HEALTH INSURANCE	\$243,160	\$242,620	\$251,810	\$251,936	\$281,200	\$284,248	\$246,737	\$255,663	\$268,694	\$288,909	\$259,141	\$161,114	\$298,600	\$154,193	\$307,597	\$159,209	\$298,045	\$327,811
51202	DENTAL INSURANCE	\$20,430	\$20,046	\$21,540	\$20,414	\$22,670	\$23,382	\$21,470	\$21,476	\$21,614	\$24,119	\$22,240	\$13,689	\$23,822	\$14,962	\$26,960	\$15,803	\$27,868	\$27,836
51203	LIFE INSURANCE	\$1,860	\$1,747	\$2,170	\$1,273	\$1,720	\$1,914	\$1,656	\$1,572	\$1,937	\$2,072	\$2,047	\$1,275	\$2,155	\$1,372	\$2,280	\$3,476	\$2,206	\$1,882
51204	LEVY SUPPORTED HEALTH INSURANCE	\$14,380	\$14,348	\$13,490	\$2,897	\$10,290	\$13,746	\$10,070	\$10,593	\$8,610	\$10,005	\$7,630	\$8,088	\$5,540	\$6,544	\$3,690	\$6,199	\$2,680	\$0
51210	SOCIAL SECURITY	\$66,870	\$58,528	\$61,090	\$62,193	\$66,430	\$74,725	\$68,762	\$64,342	\$70,072	\$73,591	\$72,065	\$45,896	\$78,142	\$49,539	\$82,988	\$53,864	\$89,557	\$92,323
51211	MEDICARE	\$15,640	\$14,211	\$14,290	\$14,668	\$15,550	\$17,725	\$16,079	\$15,202	\$16,381	\$17,349	\$16,875	\$10,841	\$18,297	\$11,585	\$19,427	\$12,598	\$20,967	\$21,616
51212	WORKER'S COMPENSATION	\$26,050	\$0	\$19,530	\$59,486	\$12,630	\$10,386	\$12,010	\$0	\$24,485	\$0	\$22,410	\$12,226	\$19,150	\$107,679	\$16,728	\$2,182	\$48,288	\$37,174
51301	WRS - EMPLOYER SHARE	\$70,410	\$55,228	\$68,830	\$66,247	\$75,680	\$86,570	\$75,817	\$72,470	\$79,752	\$85,162	\$80,565	\$52,188	\$85,531	\$54,595	\$93,508	\$61,120	\$100,558	\$99,313
51401	CAR ALLOWANCE		\$0				\$0											\$0	\$0
51402	CLOTHING ALLOWANCE		\$170		\$450		\$300	\$3,000	\$90	\$3,000	\$0	\$3,000	\$1,543	\$3,000	\$1,500	\$3,000	\$1,532	\$3,000	\$3,000
51404	PERSONAL SUPPLIES		\$0				-												
51403	SAFETY GLASSES	\$1,000	\$623	\$1,000	\$151	\$1,000	\$0	\$1,000	\$723	\$1,500	\$316	\$1,500	\$469	\$1,500	\$203	\$1,500	\$384	\$1,500	\$1,500
51404	PERSONAL SUPPLIES	\$3,000	\$0	\$3,000	\$0	\$3,000	\$1,500	\$0	\$0	\$5,000	\$1,593	\$5,000	\$1,214	\$5,000	\$2,665	\$5,000	\$1,269	\$5,000	\$5,000
52001	TRAINING & TRAVEL	\$23,000	\$1,810	\$1,000	\$763	\$1,000	\$2,631	\$5,000	\$666	\$8,000	\$2,722	\$6,000	\$2,686	\$10,900	\$5,135	\$5,900	\$1,500	\$9,275	\$5,900
52003	DUES & BONDS	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,540	\$4,500	\$5,100	\$5,500	\$5,450	\$6,500	\$4,430	\$5,500	\$4,450	\$6,000	\$4,605	\$6,000	\$6,000
53001	CONTRACTUAL SERVICES	\$63,500	\$89,050	\$70,000	\$13,953	\$70,000	\$11,892	\$250,000	\$106,631	\$250,000	\$40,552	\$250,000	\$101,569	\$150,000	\$98,103	\$100,000	\$95,641	\$200,000	\$150,000
53002	COPY MACHINE	\$1,500	\$736	\$1,500	\$665	\$1,500	\$749	\$1,500	\$669	\$1,550	\$2,167	\$1,600	\$2,924	\$1,600	\$3,568	\$3,000	\$3,003	\$3,000	\$3,000
53014	LICENCES & PERMITS	\$13,750	\$13,750	\$16,000	\$12,000	\$16,000	\$13,916	\$16,200	\$16,038	\$27,000	\$26,314	\$40,700	\$30,941	\$40,700	\$33,156	\$47,000	\$35,786	\$48,000	\$46,100
53017	FINANCE SERVICES	\$225,000	\$258,055	\$275,000	\$278,107	\$270,000	\$272,259	\$280,000	\$314,850	\$280,000	\$248,233	\$300,000	\$310,571	\$300,000	\$317,118	\$350,000	\$361,188	\$350,000	\$375,000
53020	DATA PROCESSING SERVICES	\$10,000	\$13,064	\$15,500	\$14,371	\$15,500	\$32,433	\$27,000	\$20,247	\$35,000	\$28,941	\$24,750	\$26,456	\$28,000	\$33,893	\$36,673	\$45,876	\$36,673	\$40,000
53021	LEGAL FEES											\$0	\$2,510		\$700	\$3,000	\$0	\$3,000	\$3,000
53031	ENGINEERING/ADMINISTRATIVE SERVICES					\$0	\$5,386		\$4,805	\$10,000	\$4,659	\$0	\$0	\$0		\$0	\$0	\$0	\$0
53040	SANITATION DISPOSAL CHARGES	\$200,000	\$0	\$200,000	\$0	\$200,000	\$348,767	\$200,000	\$200,000	\$200,000	\$1,631	\$200,000	\$0	\$200,000	\$423,022	\$200,000	\$0	\$200,000	\$200,000
53102	SEDIMENT CREDIT - GBP (New 2019)												\$0	\$150,000	\$0	\$275,000	\$0	\$324,777	\$334,525
53110	SEWER SAMPLING CHARGES	\$5,000	\$0	\$5,000	\$0	\$5,000	\$510	\$5,000	\$5,000	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0	\$5,000	\$5,000
53112	SEWER SERVICE RATE STABILIZATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
54001	MATERIALS & SUPPLIES	\$60,000	\$54,204	\$60,000	\$30,736	\$60,000	\$29,962	\$60,000	\$60,777	\$75,000	\$66,312	\$75,000	\$73,800	\$75,000	\$63,046	\$102,891	\$78,449	\$75,000	\$100,000
54007	PUBLIC EDUCATION									\$5,000	\$430	\$5,000	\$1,779	\$5,000	\$2,607	\$5,000	\$2,978	\$5,000	\$5,000
54010	GAS, OIL & LUBRICANT	\$45,000	\$46,320	\$45,000	\$49,252	\$50,000	\$48,001	\$50,000	\$38,771	\$50,000	\$48,959	\$50,000	\$56,777	\$57,500	\$53,712	\$61,000	\$37,218	\$61,000	\$61,000
55101	EQUIPMENT REPAIRS	\$100,000	\$71,147	\$125,000	\$63,926	\$125,000	\$117,057	\$125,000	\$158,264	\$175,000	\$112,385	\$150,000	\$99,359	\$150,000	\$98,131	\$150,000	\$152,912	\$200,000	\$200,000
55130	CITY EQUIPMENT USAGE	\$450,000	\$169,573	\$300,000	\$319,745	\$300,000	\$250,732	\$300,000	\$76,718	\$300,000	\$140,523	\$300,000	\$231,065	\$300,000	\$269,582	\$300,000	\$216,937	\$300,000	\$300,000
55140	EQUIPMENT REPLACEMENT	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0		\$0	\$1,430	\$0	\$0	\$0	\$2,859	\$0	\$0
55150	NEW EQUIPMENT	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0		\$0		\$0	\$0	\$0	\$0	\$0	\$0
55191	EQUIPMENT REPLACEMENT FUND	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0		\$0		\$0	\$0	\$0	\$0	\$0	\$0
55320	DIKE MAINTENANCE	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0	\$5,000	\$5,000	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0	\$5,000	\$5,000
55358	PUMP STATION REPAIR (NEW 2018)											\$100,000	\$12,729	\$100,000	\$27,780	\$100,000	\$44,197	\$100,000	\$100,000
56101	ELECTRICITY	\$56,000	\$43,308	\$60,150	\$44,699	\$65,500	\$48,589	\$71,860	\$44,255	\$71,860	\$42,643	\$76,660	\$45,477	\$98,260	\$60,585	\$106,000	\$56,671	\$106,000	\$106,000
56201	NATURAL GAS	\$110	\$0	\$110	\$0	\$110	\$0	\$110	\$0	\$110	\$0	\$110	\$0	\$110	\$0	\$110	\$0	\$110	\$110
56301	TELEPHONE							\$0	\$0	\$1,000	\$0	\$4,000	\$57	\$4,000	\$0	\$4,000	\$0	\$4,000	\$4,000
56302	CELL PHONES	\$1,650	\$0	\$1,650	\$0	\$1,650	\$499	\$1,650	\$2,964	\$4,200	\$3,685	\$5,000	\$1,996	\$5,000	\$2,559	\$5,000	\$3,043	\$7,000	\$7,000
56402	WATER	\$200	\$0	\$200	\$69	\$200	\$0	\$200	\$0	\$200	\$839	\$1,500	\$0	\$1,635	\$385	\$1,725	\$1,749	\$1,725	\$1,750
56403	SEWER	\$100	\$0	\$100	\$0	\$100	\$0	\$100	\$0	\$100	\$0	\$100	\$0	\$100	\$0	\$100	\$0	\$100	\$100
57098	DEPARTMENT INSURANCE CHARGES	\$1,670	\$5,320	\$6,950	\$5,563	\$6,330	\$15,251	\$7,230	\$18,486	\$14,010	\$6,165	\$10,747	\$5,950	\$14,574	\$12,392	\$17,155	\$11,434	\$18,020	\$18,829
59910	TRANSFER OUT - GENERAL FUND	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000
59930	TRANSFER OUT - DEBT SERVICE	\$394,050	\$394,047	\$686,850	\$519,850	\$414,600	\$513,895	\$561,852	\$561,852	\$561,329	\$598,701	\$561,329	\$855,272	\$814,460	707930.12+15586	\$814,460	\$1,142,116	\$1,498,273	\$1,415,895
59940	TRANSFER OUT - CAPITAL PROJECTS	\$2,220,990	\$2,220,990	\$2,178,600	\$2,178,600	\$2,249,190	\$2,249,190	\$1,437,323	\$1,437,323	\$1,776,370	\$1,776,370	\$2,062,440	\$2,062,440	\$2,462,060	\$2,462,060	\$3,147,230	\$3,147,230	\$2,421,980	\$2,412,980
	EXPENDITURE BUDGET			-\$485,190		-\$450,120		\$0	\$0	\$0		\$0		\$0					
205670	TRANSFER OUT - FORESTRY FUNDING															\$1,189,853	\$1,129,929	\$1,250,866	\$1,371,585
	APPLIED SURPLUS	-\$303,370	\$0		\$0											\$0	\$0	\$0	\$0
	APPLIED INTEREST REVENUE															-\$75,000	-\$75,000	-\$75,000	\$0
	TOTAL	\$5,214,900.00	\$5,019,198.17	\$5,214,900.00	\$5,251,907.28	\$5,214,900.00	\$5,987,988.82	\$5,214,900.00	\$4,822,694.79	\$5,733,772.00	\$3,860,796.59	\$6,135,971.00	\$4,438,760.35	\$7,300,447.00	\$4,846,819.98	\$9,383,611.00	\$8,147,862.89	\$9,723,760.00	\$9,892,691.00
	Equivalent Runoff Units (ERU's)	74,000		74,000		74,000		74,000		74,000		74,000		79,250		79,250		79,250	79,250
	ERU charge(per year)	\$70.47		\$70.47		\$70.47		\$70.47		\$77.48		\$82.92		\$92.12		\$118.41		\$122.70	\$124.83
	ERU Charge(per month)	\$5.87		\$5.87		\$5.87		\$5.87		\$6.46		\$6.91		\$7.68		\$9.87		\$10.22	\$10.40

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#VALUE!

STORM WATER UTILITY BUDGET





Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 15, 2021

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on request by Department of Public Works to purchase gate arms for Main Street Bridge via sole source from B&B Roadway in the amount of \$15,400 not including freight.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Sole Source-No Sub Approval Form_Nitschke Barrier Gates_SIGNED
2. WI921-10

City of Green Bay, Wisconsin
REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO: Purchasing Division/Administrative Services

DATE: 12/09/21

FROM: Department/Division *Public Works*

REQUISITION #

List "No Substitute" Item(s) here:

Barrier Gate Assembly Parts

Select One:

- ☐ 1) One Time Purchase Estimated Cost: \$
- ☐ 2) Annual Commodity purchase: Estimated annual cost: \$
- ☒ 3) Item may be purchased again: Indicate term: *Indefinite* Estimated Annual Cost: \$ *\$15,400*

Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)

Check appropriate justification(s). Provide DETAILED explanation(s) below.

- ☐ 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.
- ☒ 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.
- ☒ 3. Item(s) is (are) only acceptable replacement part(s) known for _____ (Identify)
- ☐ 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
- ☐ 5. Safety:
- ☐ 6. Other:

*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

*Recommending Department Head will be available to defend said recommendation to the appropriate City Committee and/or Common Council.

PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):

The Fox River is an integral thoroughfare for local, regional, and national commerce. The Main Street Bridge over the Fox River has barrier gates that raise and lower to safely stop traffic in order to lift the bridge for ship passage. These gates are periodically hit and damaged necessitating replacement of parts of the assembly. The City keeps replacement parts on-hand to complete the repairs as soon as possible and minimize traffic impacts. Damage due to a traffic incident in October required the use of the last of the City's on-hand parts. It is important to have adequate replacement parts on-hand to minimize delays to shipping commerce and roadway travelers. Purchasing replacement parts from the previous vendor/manufacturer will ensure compatibility of the replacement parts and existing assembly.

Approvals:

Requestor: *Justin Holt*

Date: *12/9/21*

Department Head: *James Butts*

Date: *12/9/21*

Purchasing Manager: *Thomas Webb*

Date: *12/9/21*



Quote Number

WI921-10

POT8073

15191 Hwy 243 Russellville, AL 35654

Phone: (888) 560-2060 Ext 216 (256) 332-4035 Ext 216

E-mail: jthorn@bbroadway.com Web-site: www.bbrss.com

Date:	November 19, 2021	E-mail	Kayla.wasielewski@greenbaywi.gov
Attention:	Kayla Wasieleski	Ph:	920-448-3134
Company:	City of Green Bay	Cell:	920-660-7025
Job Description: Main Street Bridge over the Fox River			
Qty.	Description	Unit Price	Total Price
1	Part # AAW-A003-445R3A10AA2, Replacement Warning Gate Arm Includes: - Aluminum/Fiberglass Gate Arm, Square Material - Arm Dimension "A" = 445" (Center of Gate Housing to Tip of Gate Arm) 16" Alternating Red/White High Intensity Reflective Sheeting on Gate Arm per MUTCD 2009, Vertical Striping (3) B5 Arm Light with 12V LED Lamp, 360 Degree Red Lens - Bumper Rod (2) Guy Cables - Folding Fence, 48.5"	\$7,060.00	\$7,060.00
1	Part # AAW-A003-512R3A10AA2, Replacement Warning Gate Arm Includes: - Aluminum/Fiberglass Gate Arm, Square Material - Arm Dimension "A" = 512" (Center of Gate Housing to Tip of Gate Arm) 16" Alternating Red/White High Intensity Reflective Sheeting on Gate Arm per MUTCD 2009, Vertical Striping (3) B5 Arm Light with 12V LED Lamp, 360 Degree Red Lens - Bumper Rod (2) Guy Cables - Folding Fence, 134"	\$8,340.00	\$8,340.00
	Total without Freight		\$15,400.00
	Estimated Freight to ?		?
	Estimated Total with Freight		?

Quote Qualifications

- This quote is valid for 30 days from date of origination.
- "Due to the volatility of steel prices, prices may be subject to change beyond the (30) day validity period of the quote and should be confirmed prior to order."
- Shipment is estimated at **6-8** weeks after receipt of fully released order and/or approved drawings. Lead time can vary pending current work load at time of release. BBRSS is not responsible for delays outside our control.
- FOB Origin (freight prepaid & added to invoice) **(Crates over 27' Long will be on a Flat Bed Truck as our LTL Carriers have discontinued delivering Crates over 27' Long, Effective 4/13/17)**
- Off-loading shall be the responsibility of the buyer. B&B Roadway will not be responsible for off-loading of materials.

- Appointments and Delivery Notices may cost extra due to Carriers Charges for adding this.
- Lift Gate Trucks cost extra per request if available.
- Freight Damage must be reported to carrier on delivery paperwork at time of delivery and B&B Roadway needs to be notified within 48hrs. Most freight carriers will not cover freight damage if it isn't noted on paperwork at time of delivery. If your shipment comes in a crate, you need to open to verify there was no damage during shipping.
- Terms: 25% Upon Receipt of Order, Net 30 days with approved credit on remaining. Funds payable in United States currency only. Products that ship outside the United States are 25% Upon Receipt of Order, Prepay remaining before shipping. Payments from outside the United States to be Wired or Next Day Air due to long regular Mail Time.
- Credit Card Purchases.
- Acceptance of this with a purchase order implies you have read and agree with our terms and conditions. Acceptance of your PO doesn't negate our Terms and Conditions even if it says it does. Notify us in writing on what you don't agree with in our Terms and Conditions so we can review.
- **Please email or mail a copy of your Purchase Order for our records at time of order.**
- Price includes only materials as described above.
- Applicable taxes are not included; customer will be responsible for all taxes on sales. **Due to recent Tax Law Changes, B&B Roadway is required to charge sales taxes in certain states, please furnish a copy of your Tax Exempt Certificate when order is placed.**
- Concrete, rebar, conduit, electric service and other installation items not listed are to be provided by others.
- BBRSS is not responsible for project takeoff. Customer is responsible for ensuring equipment quoted meets project specifications.
- Professional engineering (PE) services or certification and/or any FEA analysis are not included unless specifically indicated in the quotation.
- Gate operators and barriers require contractor field assembly of components and accessories prior to use. Additionally, gate operators contain adjustable components such as limit switches, connecting and bumper rods, tensioning cables, and counterweights etc., which require contractor field adjustment. Qualified contractor personnel familiar with gate equipment and operations should perform these operations. B&B Roadway field service personnel are available to assist or perform these functions at a rate of \$1,200.00/day + travel and expenses.

PROJECT PAYMENT TERMS

The following Project Payment Terms shall take precedence over the general BBRSS General Terms and Conditions:

Terms/Payments:

- 25% Upon Receipt of Order, Net 30 on Remaining - FOB Factory/Origin

Products that ship outside the United States are 25% Upon Receipt of Order, Prepay remaining before shipping.

GENERAL TERMS AND CONDITIONS

These Terms and Conditions are incorporated into the Quote or agreement between B&B ARMR or B&B Roadway (divisions of B&B Roadway and Security Solutions, LLC ("BBRSS")) and Customer, and apply to Products and Services (collectively "Products") manufactured, assembled and sold by BBRSS. All prices, terms and conditions are subject to change by BBRSS without notice. Unless otherwise agreed by both parties in writing, this Agreement cannot be modified or assigned to another party. BBRSS has no implied duties except as expressly stated in this agreement.

Orders and Shipments

Submittals:

Prior to commencing manufacturing, BBRSS shall provide to the customer at customer request a project submittal document containing relevant specifications for the project. The submittal document represents the governing document for project specifications, materials and terms and conditions. The submittal shall be customer approved prior to manufacturing release. Changes made after submittal approval are subject to additional costs.

Change Orders:

Changes in product requirements after customer approved submittals are subject to BBRSS's acceptance or rejection in writing. Change orders shall be subject to additional charges and agreed upon in writing and may delay project shipping.

Scheduling of Shipments and Services.

BBRSS product or service scheduling dates shall be deemed to be estimates only. BBRSS shall not be liable for any losses or damages, whether direct, indirect, incidental, consequential, or otherwise, for failure to fill orders, delays in shipment or delivery, or any error in the filling of orders, regardless of the cause. BBRSS shall have the right to make partial shipments and invoice separately. Partial shipment invoices shall be due per project payment terms. Customer has 30 days to take delivery from the date BBRSS notifies Customer that materials are ready for shipment. After 30 days, Customer agrees to pay \$1,000 storage fee per month per truckload, minimum of 1 truckload for small quantities. Storage fee must be paid prior to release of shipment after storage fee is incurred.

Title and Risk of Loss

All products are shipped FOB Factory unless specifically noted in submittal documentation. Unless otherwise specified in writing, title to the Products shall pass to Customer commencing with the placement of the Products in the custody of a carrier or shipping agent at BBRSS's

loading point. All risk of loss or damage to the Products in transit shall be borne by Customer regardless of the party paying for the freight. BBRSS shall provide reasonable assistance to Customer in making claims with carriers in the event of loss or damage.

Freight

Customer shall bear all freight, insurance and related shipping expenses on all orders unless otherwise specified in writing.

Force Majeure

BBRSS's performance hereunder, or any delay in such performance, shall be excused for such failure to perform or delay as attributable to any cause or reason beyond BBRSS's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or difference character beyond BBRSS's control.

Pricing

Taxes.

Prices do not include taxes or duties of any nature. Customer shall be responsible for the payment of all applicable taxes and shall provide BBRSS with tax exemption certificates satisfactory to the appropriate taxing authorities.

Terms/Payments

Payment terms or Project Terms shall be per BBRSS's quote or customer approved submittal if applicable. Project payment terms not specifically defined in the *Project Payment Terms* section of quote or submittal shall be 25% Upon Receipt of Order, Net 30 days from date of shipment from factory. Products that ship outside the United States are 25% Upon Receipt of Order, Prepay remaining before shipping.

Retainage and Back Charges

Unless agreed to in writing, Customer shall not deduct payments due BBRSS unless a credit memorandum has been issued by BBRSS to Customer. The customer may not, under any circumstances, withhold "retainage" or "back charges" from any order without prior written approval. Overdue account balance may be subject to finance charges.

Extension of Credit

BBRSS, at its option, may extend credit to Customer or may require at any time that payments be made by certified or cashier's check, letter of credit, wire transfer or any other method of payment determined by BBRSS. If credit is extended, BBRSS shall have the right to establish credit limits and any other financial requirements. Credit policies may be changed by BBRSS from time to time at its sole discretion.

Delinquencies and Finance Charges

If the Customer becomes delinquent in its financial obligations to BBRSS, BBRSS may hold back shipment of product. If the product has been shipped, BBRSS has the right to put a lien on the products at the full extent of the law until obligations are fully met. Interest on delinquent account balances may accrue at the lower of 1.5% per month or the maximum rate of interest permitted by applicable law or regulations.

Inventory Returns and Adjustments

No Products may be returned to BBRSS by Customer for credit or replacement unless a Return Material Authorization (RMA) number has been obtained from BBRSS. BBRSS has the right to inspect all returned merchandise before establishing final disposition. Upon inspection BBRSS shall be entitled to reject and return to Customer, freight collect, any Products which in BBRSS's sole judgment are in unacceptable condition. Inventory returns of unused and unopened products shall be subject to a restocking fee.

Warranty Returns

Shipping of warranty replacement items will utilize UPS Ground shipping. Any other request shall be at the customer's expense. The customer shall be invoiced for all warranty replacement items and credited once the component is returned to the factory. The customer has 30 days from the date that the RMA number is assigned to have the component returned to BBRSS or the customer incurs the full responsibility of the invoice.

Unused Products

All unused material is subject to a 25% restocking fee. Unused material must have been purchased within 30 days of request for return, and must be in new condition and packaging. The customer has 15 days from the date that the RMA number is assigned to have the unused material returned to BBRSS.

Changes in Products and Parts

BBRSS continually improves its products and shall provide products that meet or exceed project requirements. If original replacement parts are no longer available, BBRSS shall provide parts that meet the fit, form and function unless specifically advised in writing that such parts are not acceptable.

Publicity

Neither party shall refer to the other in any advertisement, press release or other publication or literature in any manner without obtaining the prior written consent of the other party.

Confidentiality

Except for information that is otherwise publicly available, any technical information provided between the parties shall be held in confidence and shall not be divulged to any third party or used in any way other than for accomplishing the operations necessary for supplying the Products. The parties shall take all reasonable precautions to protect such technical information from unauthorized or negligent disclosure. This provision shall expressly survive termination of the Agreement between the parties.

Modifications and Governing Law

Any modification of this Agreement or Attachments/Exhibits to this Agreement must be in writing and signed by authorized representatives of both the Customer and BBRSS. In the event that any of the provisions of the Agreement shall for any reason be determined to be invalid, illegal or unenforceable in any respect, the remaining portions shall continue in full force and effect. The Agreement shall be interpreted and enforced in accordance with the laws of the State of Delaware.

By placing an order, customer hereby acknowledges that they have read and accept these terms and conditions.

GENERAL WARRANTY

BBRSS warranties for a period of one (1) year FOB manufacturing facility, unless otherwise specified by BBRSS in writing, from defects due to faulty material or workmanship. Damage due to handling during shipment and installation are not covered under warranty. BBRSS assumes no responsibility for service at customer site. BBRSS is in no event responsible for any labor costs under the warranty. Subject to the above limitation, all service, parts, and replacements necessary to maintain the equipment as warranted shall be furnished by others. BBRSS shall not have any liability under these specifications, other than for repair or replacement as described above for faulty product material or workmanship. Equipment malfunction or equipment failure of any kind, caused for any reason, including, but not limited to unauthorized repairs, improper installation, installation not performed by BBRSS authorized personnel, incoming supply power is outside the tolerance for the product, failure to perform manufacturer's suggested preventative maintenance, modifications, misuse, accident, catastrophe, neglect, natural disaster, are not under warranty.

The exclusive remedy for breach of any warranty by BBRSS shall be the repair or replacement at BBRSS's option, of any defects in the equipment. **IN NO EVENT SHALL BBRSS BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES OR ANY KIND OF PERSONAL DAMAGES.** Except as provided herein, BBRSS makes no warranties or representations to consumer or to anyone else and consumer hereby waives all liability against BBRSS as well as any other person for the design, manufacture, sale, installation, and/or servicing of the Products.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES EXIST.

Any modification or alteration by anyone other than BBRSS will render the warranty herein as null and void.

Warranties on BBRSS products require the Owner/End User to activate their Warranty within 30 days of shipment from the factory. Warranty registration can be completed online at www.bbrss.com under the "Support" tab or can be activated by calling BBRSS at 1-800-367-0387. Failure to register your Warranty will not void your Warranty but may subject the equipment to reduced product coverage periods.

Quoted By: _____
Jason Thorn

Accepted By: _____



Report to the
**Improvement and Service Committee
of the City of Green Bay**

MEETING DATE

December 15, 2021

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on Parking Division access and revenue control equipment service agreement.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. City of Green Bay SKIDATA_CarePack_ServiceDescription_2022
2. SKIDATA_Proposal_City of Green Bay WI_SaaS

SKIDATA Expert Services

SKIDATA.Care Pack

Business segment: CA, PA | Country: USA | Sales Manager:

CUSTOMER details:

Company: City of Green Bay

Contact person:

Street, no.: 519 S. Oneida St

Zip/place: Green Bay, WI 54303

Department:

E-mail: justinli@greenbaywi.gov

Phone:

SITE A details (place of operation):

Site name: Same as above

Site number:

Street, no.: Same

Zip/place: Same

Contact person:

E-mail:

Phone:

Installed products: Appendix B: site A details

SKIDATA.CARE PACK MODULES

SERVICE NAME		WARRANTY (First Year)	BASIC	EXTENDED	PREMIUM	
REACTIVE	Coverage period	MON to FRI 08AM to 5PM	MON to FRI 08AM to 5PM	MON to SUN 08AM to 5PM	MON to SUN, 24 Hr	
	Time to support remote [Hr] [Critical, Major, Moderate, Minor]	8/24/48/48	8/24/48/48	4/8/24/24	4/4/8/8	
	Time to support onsite [Hr] [Critical, Major, Moderate, Minor]	24/72/72/72	24/72/72/72	24/48/72/72	8/24/48/48	
	Service labor	Not included	Not included	Incidents	Incidents + Requests	
PREVENTIVE	Hardware Maintenance	Not included	Quarterly	Quarterly	Quarterly	
	Software Maintenance	Included	Included	Included	Included	
	Training	Not included	Not included	Annual 4 Hr	Annual Full day	
	Performance Review	Call history export	Call history export	Quarterly	Monthly	
PARTS	Spare Parts, excl. wear and tear	Included	Not Included	Not Included	Not Included	
ANNUAL MODULE PRICE		Incl. in project	\$ 23,520	\$39,384	\$ 64,884	\$

ADDITIONAL OPTIONS

SERVICE NAME	ANNUAL OPTION PRICE
Spare Parts.Care	\$ 18,672
Protect.Care (Anti Virus)	\$ See SaaS Proposal
Upgrade.Care	\$ See SaaS proposal
	\$

YOUR SKIDATA.CARE PACK

SELECTED SKIDATA.CARE MODULE: EXTENDED

SELECTED SKIDATA.CARE ADDITIONAL OPTIONS:

☒ Spare Parts.Care

☐

☐ Upgrade.Care

☐

ANNUAL PRICE (MODULE PRICE + OPTIONS): \$39,384 (Extended Care) + \$ 18,672 (Spare Parts) = **\$58,056 Annually**

The annual price will be adjusted according to the consumer price index.

GENERAL AGREEMENTS

Contract commencing: 1/1/2022

Contract payment: QUARTERLY IN ADVANCE

The accompanying appendices are an integral part of this contract.

Location:

Date:

Customer

SKIDATA, Inc.

Signature

Signature

Print

Print

SKIDATA Legal Entity

SKIDATA, Inc.

120 Albany Street, Tower II, Suite 750

New Jersey 08901

Appendix

Appendix A: Service description

Appendix B: Site details

Appendix C: Service price list

Appendix D: Service Conditions

SKIDATA Expert Services

SKIDATA.Care Pack: Appendix A

Service description

SERVICE COVERAGE PERIOD

SKIDATA technicians are available if you need them. Within the agreed coverage period, the customer is able to contact SKIDATA via telephone, e-mail or customer portal to get functional support.

- Each support case will be registered and handled according to standardized processes.
- Per support case via Help Desk, a support time of 15 minutes is included.
- Additional support will be charged according to the 'SKIDATA Expert Services Price List' or is covered by the service agreement.
- Within the defined coverage period of the selected option no supplements (weekend- or nightwork) will be charged.
- Within the defined coverage period of the selected module the agreed 'time to support remote' and the 'time to support on-site' values are valid.
- The Help Desk may only be called by customer employees who have been trained to use SKIDATA systems.

TIME TO SUPPORT ONSITE & TIME TO SUPPORT REMOTE

Within the agreed coverage period, each incident will be prioritized and handled according to the agreed classification. Incidents are classified into four categories. These categories are explained below. The values within the overview grid represent hours.

Example: 8/24/48/48.

The first figure is valid for the classification level 'Critical', the second for 'Major', the third for 'Moderate' and the fourth for 'Minor'.

Explanation of incident classification

Critical: the contractually agreed use is impossible or unreasonably restricted and the error materially affects the Principal's business processes.

Major: the contractually agreed use is very restricted and the error materially affects the Principal's business processes, however, the Principal is still able to continue to work in a restricted manner.

Moderate: the contractually agreed use is slightly restricted and the error slightly affects the Principal's business processes, however, the Principal is still able to continue to work in a slightly restricted manner.

Minor: Incidents which do not fall into any other category.

The classification of incidents is done by SKIDATA in agreement with the customer.

Prioritization times

Time to support remote: Time between the notification of an incident by the customer or the detection of an incident by SKIDATA and the time until SKIDATA starts troubleshooting remote.

Time to support on-site: Time between the notification of an incident by the customer or the detection of an incident by SKIDATA and the arrival at the site where the incident is detected, if it cannot be fixed by means of remote access or telephone support.

The figure below shows the prioritization times:

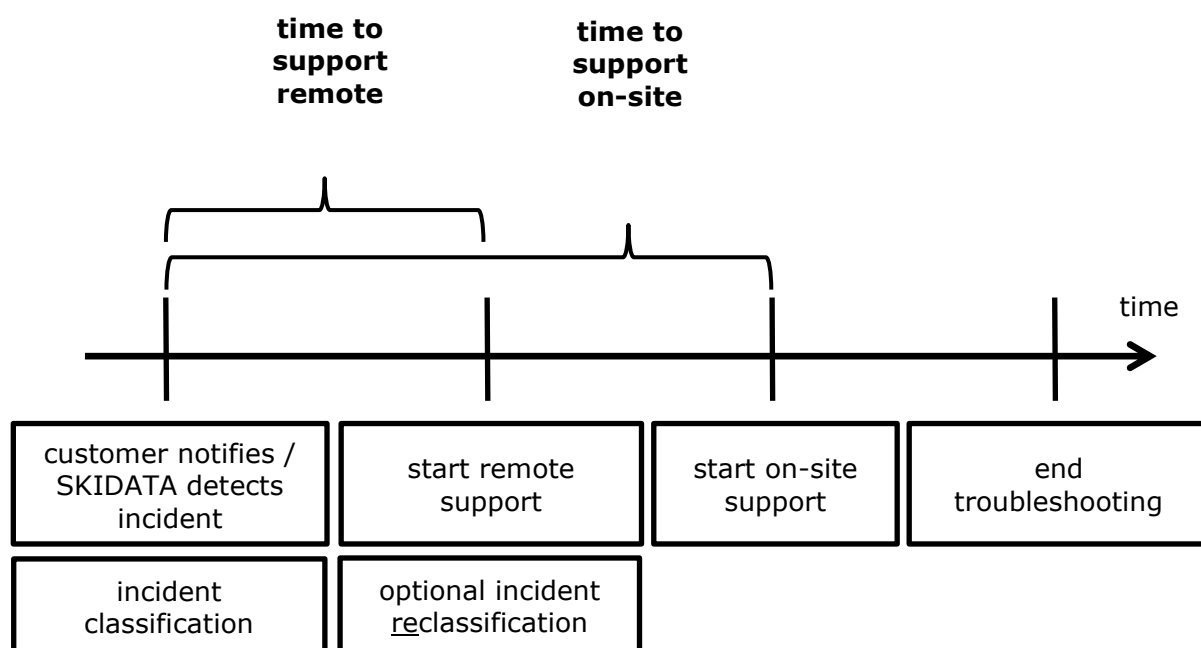


Figure: visualization of prioritization times

SERVICE LABOR

Within the agreed coverage period, different types of service labor activities can be included. Service labor activities are divided into three types which are described below.

SKIDATA is committed to the high-quality training and know-how of its service personnel. Each service technician is obliged to complete a three-level training program with a final examination.

Incidents

Incident management is performed by a logical, systematic search for the cause of a problem so that the device or process is ready for operation again after the solution.

Service requests

Service requests are plannable activities to change the behavior and functionality of the access system.

Service on third party equipment

Third party equipment is hardware and software not provided by SKIDATA but related to the functionality of the access system. Third party equipment covered by the agreement must be listed within appendix B.

To provide effective troubleshooting, SKIDATA's service is organized in local and central service teams. All service engineers are connected with central technical (CTS) support at SKIDATA headquarters and with the world wide acting R&D teams. CTS is based in Europe and in Texas.

Troubleshooting is generally done remotely. If remote troubleshooting is not possible, SKIDATA reserves the right to carry out a service visit on-site to handle the incident.

Excluded labor activities:

- Troubleshooting of issues caused by misconduct of customer employee or operators
- Troubleshooting of issues caused by force majeure

Required spare parts will be invoiced if the option 'Spare Parts.Care' is not part of this agreement.

HARDWARE MAINTENANCE

Hardware maintenance is a preventive maintenance and includes the inspection, cleaning, and adjustment of hardware components as well as the execution of test runs necessary for proper operation. The costs of labor and travel are included.

Hardware maintenance is classified into Level 1 and Level 2 activities.

Level 1 activities: Cleaning and visual inspection

Level 2 activities: Maintenance according to inspection plan, replacement of wear parts if necessary. A detailed list of activities is available on request.

Required spare parts will be invoiced if the option 'Spare Parts.Care' is not part of this agreement.

SOFTWARE MAINTENANCE

Software maintenance is a preventive maintenance and includes selected checks of the SKIDATA software and operating system. The costs of labor and travel are included.

Software maintenance is classified into Level 1 and Level 2 activities.

Level 1 activities: Patching (operating system, SKIDATA software)

Level 2 activities: Database maintenance (archiving, indexing, log-file check, maintenance plan), updates within the same SKIDATA software release

A detailed list of activities is available on request.

TRAINING

Use your SKIDATA system efficiently! The better you know your SKIDATA system, the more efficiently you can use it! For this reason, we pass on our knowledge to you in structured training sessions at our training locations.

Training is available in three different types which are described below.

Annual 4 Hr

The service agreement includes four hours of training per year.

Annual full day

The service agreement includes one full day of training per year.
A full day means from 08 am to 05 pm.

Bi-annual full day

The service agreement includes two full days of training per year.
A full day means from 08 am to 05 pm.

All trainings will be performed at an SKIDATA training location.

The training program will be defined upfront according to the needs of the customer.

If training is part of the service agreement attendance is required by the primary customer team. Otherwise the agreed reaction times cannot be guaranteed.

PERFORMANCE REVIEW

SKIDATA offers different levels of performance reviews to analyze the performance of SKIDATA's service delivery. Within the Premium Plus module also a total cost of ownership plan is included.

The following performance review types are available.

Call history export

On request a summary of logged service calls will be provided.

The summary is an export of SKIDATA's service management application.

Quarterly report

SKIDATA provides proactive a summary of logged service calls per quarter.

The summary is an export of SKIDATA's service management application.

It includes the fulfillment level of the agreed SLAs and shows basic performance statistics.

Monthly report

SKIDATA provides proactive a summary of logged service calls per month.

The summary is an export of SKIDATA's service management application.

It includes the fulfillment level of the agreed SLAs and shows basic performance statistics.

SPARE PARTS.CARE

The option 'SPARE PARTS.CARE' extends the service agreement with the supply and installation of spare parts.

Spares repaired by SKIDATA are refurbished and fully functional. Excluded from the scope of delivery are spare parts which have been damaged by improper use, vandalism or weather conditions.

Wear and tear parts are excluded from the scope of delivery:

- Thermo printer head
- Sheer bolts
- Barrier arms
- Short term tickets
- Backup batteries for UPS

PROTECT.CARE (ANTI VIRUS SERVICE)

The option 'PROTECT.CARE' extends the service agreement with the installation and operation of an SKIDATA qualified anti virus solution.

All SKIDATA products with Microsoft Windows® based operating systems should be equipped with an anti-virus service agent. The agent communicates via the Internet with the central anti-virus service to get the latest security updates (patterns). The agent protects against malicious software infection, detects potential threats, and removes them to prevent system downtime.

UPGRADE.CARE

The option 'UPGRADE.CARE' extends the service agreement with regular upgrades of the management software of the SKIDATA access solution.

Upgrade means the transition from one major release to the subsequent one. It usually contains some major new features as well as basic enhancements that extend the functionality of software or hardware.

The upgrade includes the required SKIDATA software licenses, the preparation of the upgrade and the installation of upgrade. SKIDATA has a special focus to minimize the downtime of the access solution during the upgrade.

A prerequisite for the 'Upgrade.Care' option is an access solution with a supported management software (Parking.Logic, Freemotion.Logic, Handshake.Logic) installed.

SKIDATA Expert Services

SKIDATA Care Pack: Appendix B

Site details

Product:	installation date:
SKIDATA hardware: (18) Barrier.gate (18) lite.gate (for entry and exits) (6) Easy.cash	
SKIDATA software: Current version is V12, upgrade will be to V15	
Third party products: Commend intercom	

SKIDATA Expert Services

SKIDATA Care Pack: Appendix C

Service price list

Pricebook	Customer	Hour rate HW (08:00 – 17:00)	Hour rate SW (08:00 – 17:00)	Overtime	Weekend and Holiday
US – List Price 1	With contract	135.00	135.00	+100%	125%
US – List Price 2	Without contract	175.00	175.00	+100%	125%

Dispatch charge: \$ 95 without contract. With contract the dispatch charged will be waived



SKIDATA PROPOSAL

ISSUE DATE: 11/30/2021

VALID UNTIL: 12/31/2021

PROJECT INFORMATION			
PROJECT NAME:	CITY OF GREEN BAY – 2022 SAAS UPGRADE	SKIDATA CONTACT:	DAN STUBLASKI
ACCOUNT NAME:	CITY OF GREEN BAY	PHONE NUMBER:	(612) 251-7937
PROPOSAL #:		E-MAIL ADDRESS:	DAN.STUBLASKI@SKIDATA.COM

PROJECT LOCATION	BILL TO INFORMATION
519 S. Oneida St Green Bay, WI 54303	519 S. Oneida St Green Bay, WI 54303

SOLUTION SUMMARY
UPGRADE FROM VERSION 12 TO CURRENT VERSION 15 WITH SAAS MODEL FOR 5 YEARS.

SAAS MODERNIZATION PRICING SUMMARY			
	UNIT PRICE	QUANTITY	TOTAL
LANES: QTY 18	\$80.00 / MONTH	18	\$1,440.00
PAY ON FOOT MACHINES	\$50.00 / MONTH	6	\$300.00
SERVER UPGRADE	\$2,500.00	0	\$0.00
ANTI-VIRUS EACH PC DEVICE	\$8.00	7	\$56.00
LABOR:			INCLUDED
FREIGHT:			INCLUDED
ESTIMATED SALES TAX:			\$0.00
ESTIMATED LABOR TAX:			\$0.00
ESTIMATED FREIGHT TAX:			\$0.00
TOTAL INITIAL MONTHLY FEE:			\$ 1,796.00
TOTAL SUBSEQUENT MONTHLY FEE			\$ 1,796.00
SAAS YEARLY FEE FOR 5 YEARS:			\$ 21,552.00
<u>ONGOING ANNUAL FEE WILL BE PAID</u>			
☒ QUARTERLY ☐ SEMI-ANNUALLY ☐ ANNUALLY			

PROJECT DATES	
YOUR DESIRED GO-LIVE	*01/01/2022

PROPOSAL STATEMENT OF WORK

SCOPE OF WORK

- FIVE YEAR TERM
- ALL SKIDATA PARKING.LOGIC SOFTWARE OPERATING LICENSES FOR DEVICES, COMPONENTS AND FUNCTIONS
- HEAD END COMPONENTS INCLUDING SERVER REPLACEMENT AND MICROSOFT LICENSES
- LICENSE PLATE RECOGNITION SOFTWARE INCLUDED IF APPLICABLE
- MONITORING & CONTROL SOFTWARE FOR MANAGING ALL YOUR FACILITIES: INCLUDING SUPPORT FOR EMAIL NOTIFICATIONS, INTERCOM, CCTV, MOBILE CLIENT AND MULTI-FACILITY SUPPORT **(SWEB CONTROL)**
- E-COMMERCE & SALES MANAGEMENT FOR PAYMENT, TICKETING AND VALIDATION SOLUTIONS (SWEB MOBILE PAY AND VALIDATE)
- DISPLAY OF RELEVANT CONTENT AND TARGETED MARKETING MESSAGES DIRECTLY IN THE ENTRY LANE
- CENTRALLY MANAGED ANTI-VIRUS SERVICE FOR IT- SERVER
- YEARLY SEMI-AUTOMATIC UPGRADE TO THE NEXT MAJOR RELEASE
- REGULAR HOTFIXES AND SERVICE PACKS WITHIN THE SAME MAJOR RELEASE
- ANTI-VIRUS SOLUTION HOSTED AND MANAGED BY SKIDATA
- SUPPORT OF TOP-LEVEL PCI COMPLIANCE
- SUBSCRIPTION TO THE CUSTOMER PORTAL

This Proposal is subject to the Terms and Conditions attached to this Proposal and is effective on the last date of signature. If this Proposal is not signed within thirty calendar days from the date on the cover page, all pricing, service terms, project dates are subject to change and/or rescoping.

AGREED

SIGNATURE: _____	SIGNATURE: _____
PRINTED NAME: _____	PRINTED NAME: _____
TITLE: _____	TITLE: _____
ORGANIZATION: _____	ORGANIZATION: SKIDATA, INC
DATE SIGNED: _____	DATE SIGNED: _____

SOLUTION SUBSCRIPTION CONDITIONS

1. Subject Matter

These Solution Subscription Conditions (hereinafter referred to as the "Conditions") govern the use of SKIDATA's Solution by City of Aurora, IL with address at 44 East Downer Place, Aurora, IL 60505 ("**Customer**").

2. Definitions

For the purposes of these Conditions, the following terms shall have the meaning assigned to them under this section:

"Agreement": The entirety of the provisions governing the use of SKIDATA's Solution by Customer, including the Conditions and the Order Form and Factsheet incorporating the Conditions by reference.

"Customer": The (natural or legal) person having signed the Order Form.

"Expert Services": The expert services elements of the Solution as defined in Schedule 4: Expert Services Terms.

"Factsheet": The document provided by SKIDATA to Customer further detailing the Solution.

"Hardware": The hardware elements of the Solution.

"Hosted Services": The software elements of the Solution which are hosted by SKIDATA.

"Order Form": SKIDATA's order form agreed to by Customer, incorporating these Conditions by reference.

"SKIDATA": SKIDATA Inc, a company registered in United States of America whose corporate office is at 16600 Sherman Way, Suite 150 Van Nuys, California 91406. SKIDATA may also contract with Customer through a SKIDATA affiliated company in which case "SKIDATA" shall refer to such affiliated company.

"Solution": the combination of Software, Hardware, Hosted Services, Interfaces and Expert Services included in the per-lane license ordered by Customer from SKIDATA in the Order Form.

"Software": The software elements of the Solution which are hosted by customer on-premise or installed locally on the Hardware.

3. Term, Termination

3.1. Except where provided otherwise in the Order Form, the Agreement shall be entered into for period of five years after which it will be automatically renewed in one-year terms unless it is terminated by either party by giving at least 2 months' written notice to the other party before the end of the respective term.

3.2. In case of any material breach of the Agreement by a party, the other party is entitled to terminate the Agreement with immediate effect by means of a written declaration, provided that the breaching party was requested in writing to remedy the breach within a period of 30 days, whereby the breach of the Agreement must be specifically described, and provided that the breaching party fails to remedy such material breach. The non-payment of the license fee is considered a material breach of Agreement.

3.3. Any reimbursement of already paid license fees or any adjustment of due license fees in case of termination is excluded.

4. Payment

4.1. All invoices are due immediately upon receipt. Payments are to be made in US Dollars without any deductions. SKIDATA will only accept payment via ACH or other electronic payment method unless another method of payment is mutually agreed. Payment shall be deemed to have been made as soon as the amount has been credited to SKIDATA's bank account and SKIDATA can freely dispose of it.

4.2. Recurring payments are due in advance on the 5th day of the agreed invoicing period (e.g. month, quarter, year).

4.3. SKIDATA shall be entitled to charge default interest of 1% per month in the event of default of payment by Customer. In addition, Customer shall reimburse SKIDATA all costs of extrajudicial (e.g. dunning process) and judicial debt collection.

4.4. If SKIDATA withdraws from the Contract due to default in payment, it is entitled to claim or retain 5% of the agreed price as a contribution to expenses. SKIDATA reserves the right to assert further claims for damages.

4.5. SKIDATA is entitled to make reasonable annual adjustments to any recurring fees based on the development of consumer prices in the USA.

4.6. In case of non-payment, SKIDATA may withhold the Solution at its own discretion. Customer acknowledges that parts of the equipment not included in the Solution may stop functioning without the Solution.

5. Liability

5.1. SKIDATA shall only be liable for its own acts or omissions and not for acts or omissions of third parties. This exclusion expressly applies to acts or omissions of Scheme Owners and Acquirers or for events or activities originating outside the systems of SKIDATA (such as internet disturbances or malfunctions in third party systems), except in case such events were caused by the intent or gross negligence of SKIDATA.

5.2. The total liability of SKIDATA under the Agreement towards Customer for breach of contract, tort or under any other legal theory in any calendar year is limited to an amount equal to 10,000 USD. SKIDATA shall not be liable for any special, indirect, or consequential damages (including any loss of profit, business, contracts, revenues or anticipated savings, or damage to good name) as a result of breach of contract, tort or under any other legal theory.

5.3. Nothing of the foregoing excludes or limits any liability under the Agreement for intent, gross negligence, death, fraud or personal injury.

5.4. Except where such limitations would be prohibited, in no event shall SKIDATA Parties be liable for any indirect, special, punitive, exemplary, incidental and/or consequential damages of any kind (including, but not limited to, lost profits) whether based in contract, tort, strict liability or otherwise which arises out of or is in any way connected with this Agreement.

5.5. SKIDATA shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event.

6. Confidentiality

6.1. Each party receiving information ("Recipient"), whether directly or indirectly, from the other party ("Disclosing Party") shall treat as confidential all such information in any medium or format (whether marked "confidential" or not) which concerns the business, operations, software or customers of the Disclosing Party and which can reasonably be deemed to be of a confidential nature ("Confidential Information"). The contents and existence of this Agreement is considered Confidential Information.

6.2. The Recipient may only use the Confidential Information for the purposes of performing the activities set out in this Agreement.

6.3. The Recipient may only provide its employees, directors, subcontractors and professional advisers (Permitted Users) with access to the Confidential Information on a strict "need-to-know" basis for this purpose.

6.4. The Recipient shall ensure that each of its Permitted Users is bound to hold all Confidential Information in confidence. Where a Permitted User is not an employee or director of the Recipient (and is not under a professional duty to protect confidentiality) the Recipient shall ensure that the Permitted User shall enter into a written confidentiality undertaking with the Recipient on substantially equivalent terms to this clause.

6.5. The obligation of confidentiality as described in this clause shall remain in effect also following the termination of the Agreement, regardless of the grounds for termination.

6.6. This obligation of confidentiality shall not apply to any information which is in or subsequently enters the public domain other than as a result of a breach of this confidentiality obligation; has been or is subsequently received by the Recipient from a third party which is under no confidentiality obligation in respect of that information; or is required to be disclosed any competent regulatory authority or court – subject to the obligation of the Recipient to give immediate notice of such requirement to the Disclosing

Party (where lawful and practical to do so) – so that the Disclosing Party has sufficient opportunity (where possible) to prevent or control the manner of disclosure by appropriate legal means.

7. Schedules

7.1. The following schedules are incorporated herein by reference:

- Schedule 1: Software Terms
- Schedule 2: Hardware Terms
- Schedule 3: Hosted Services Terms
- Schedule 4: Interface Terms
- Schedule 5: Expert Services Terms

7.2. In case of any conflict of the provisions in the Agreement, the following order of precedence shall be observed:

- a) Order Form
- b) Factsheet
- c) Schedules
- d) Remainder of the Agreement

8. General Provisions

8.1. The laws of California apply with the exception of any and all reference of law provisions.

8.2. The courts at the seat of SKIDATA shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim arising out of or in connection with the Agreement, including any question regarding its existence, validity, formation or termination. However, SKIDATA is entitled to bring a claim against Customer before the court having subject matter and local jurisdiction at the seat of Customer.

8.3. Should any provision contained in the Agreement be or become ineffective or unlawful, this shall not affect the validity of the remaining provisions. The parties shall replace any ineffective or unlawful provision with an effective and lawful provision most closely reflecting the Parties' original economic intent.

8.4. Any failure of either party to insist upon or enforce performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be interpreted or construed as a waiver of such party's right to assert or rely upon such provision, right, or remedy in that or any other instance.

8.5. This Agreement constitutes the entire agreement of the parties and supersedes any and all previous agreements between the parties regarding the subject matter of the Agreement.

8.6. The Agreement shall not be assigned by either party in whole or in part (by contract, merger, operation of law, or otherwise). Any attempted assignment in violation of this provision is void.

8.7. SKIDATA may revise the terms of the Agreement from time to time by giving at least 30 days' written notice to Customer. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer may terminate the Agreement by giving at least one month written notice to SKIDATA (such termination notice to be sent at the latest 60 days after Customer received notice of the change). Customer is not entitled to object to and shall not have the rights set out in this clause for any change which SKIDATA implements in order to comply with applicable law or regulations.

Schedule 1: Software Terms

These terms apply to Customer's use of the Software.

1. License

1.1. The Customer is granted a non-exclusive, non-transferable, non-sublicensable, right to use the Software limited to the term of the Agreement.

1.2. The Software may only be used in the scope of the contract and in connection with the contractually specified solution. All other use of the Software, in particular in connection with third-party products, requires the explicit consent of SKIDATA.

1.3. The license entitles the Customer to install, load and use the Software for its current business activities in the manner as described to SKIDATA. The Customer shall purchase a sufficient number of licenses corresponding to the number of entry and exit lanes. Software may only be used with compatible SKIDATA products and systems. Even if Software is made available to the Customer on a DVD or any other physical data carrier, SKIDATA shall remain the owner of the Software and all trademarks, copyrights, patents, trade secrets and other intellectual property rights relating thereto. The source code shall not be part of the Agreement.

1.4. Software by the Microsoft Corporation is additionally subject to compliance of the Customer with the applicable End User License Agreement (EULA) are provided to Customer by SKIDATA.

2. Responsibilities of the Customer

2.1. SKIDATA and persons authorized by SKIDATA shall be entitled to execute an audit by examining the systems, computers, books, records and accounting records of the Customer during normal business hours as far as they are connected to Software provided under the Agreement. If such audit discloses that the number of lanes exceeds the number of the licenses, the Customer shall promptly pay the license fee for all additional devices. Customer shall also pay the license fee for the use of the Software in the past. If the Customer cannot prove a beginning of actual use in the current contractual year, the license fee for a contractual year in the past as well as for the current contractual year shall be due.

2.2. To the extent the Customer is allowed to exchange Hardware, the Customer undertakes to fully and irretrievably remove Software from the exchanged equipment and provide evidence for such removal.

2.3. Without the written consent of SKIDATA the Customer must not himself or allow any third party to: (a) reverse engineer, decompile, disassemble or otherwise reduce the Software to any human perceivable form; (b) modify, adapt, translate or create derivative works based upon the Software, the written materials accompanying the Software, or any part thereof; (c) combine the Software with any kind of open-source-Software; (d) remove or manipulate copyright notices and other signs on the Software copies; (e) use or permit the Software to be used to perform services for third-parties; or (f) make or use any copies of the Software, even if the Software has been merged or included with other Software, or any accompanying materials for any purpose other than as provided in these Conditions. If the Customer creates a back-up copy in accordance with these Conditions, the Customer shall include all copyright notices and/or proprietary notices that are affixed to or appearing in the original copy.

2.4. The use of the Software may require third-party components and/or other system requirements in order to work properly. The corresponding requirements are described in the documentation for the respective product. These third-party components may be supplemented or modified by SKIDATA at its sole discretion. Generally, the Customer is responsible for obtaining, installing, maintaining and operating any third-party components. For third-party components additional agreements may apply, which shall be observed by the Customer. The use of third-party components is at the risk of the Customer. SKIDATA shall not be liable for damages or losses caused by third-party components. All costs and fees for third-party components shall be borne by the Customer in addition.

3. Maintenance, Updates and Upgrades

3.1. Software updates, service packs, hot fixes and patches (collectively, "**Updates**") may be provided to the Customer, as such are available to comply with the applicable laws, regulations and/or compatibility

requirements, including but not limited to security-related and operational standards developed by ISO or the PCI Security Standards Council LLC.

3.2. In addition, Software upgrades including new releases or versions of Software (collectively, "**Upgrades**") may be provided to the Customer, as such are available.

3.3. The Customer acknowledges and accepts that SKIDATA, using Software for automated Software download ("Digital Software Delivery" or "DSD"), may download Software for improving system quality from a central SKIDATA server to Customer's system via a secure connection and pre-install it locally. To complete the Software installation, the client has the choice to complete the installation automatically or manually.

3.4. The Customer acknowledges that, according to the respective release planning, older versions of Software may no longer be supported after the expiry of a certain period.

3.5. No provision of these Conditions obliges the Customer to install Updates or Upgrades but SKIDATA recommends their immediate installation. In case of non-installation of offered Updates or Upgrades, this could possibly endanger the security and operability of Software and related systems and even infringe third-party licenses or laws; all consequences of non-installation are at the sole risk of the Customer. Guaranty / warranty claims regarding systems related to the Software will automatically become void. The Customer acknowledges and agrees that SKIDATA shall never be liable for damages resulting from the non-installation of Updates and Upgrades.

3.6. The Customer acknowledges and accepts that SKIDATA uses Software ("Connected Asset Management" or "CAM") for the purpose of improving service quality, which collects system data – such as, but not limited to, topology, Hardware and Software version and serial numbers, status of the Software, time of installation – from the Customer.

3.7. Updates and Upgrades are included in the scope of the Agreement.

4. Warranty

4.1. Software is provided "as is". Any suitability for a purpose other than the one expressly agreed upon and a warranty which may be associated with it, is excluded.

4.2. The warranty applies solely to the fact that the Software has the functionalities and characteristics described in the product description provided that the system requirements are fulfilled. The warranty period shall be 6 months and shall commence upon the time of delivery.

4.3. It is technically impossible to produce Software that is absolutely free of any defect. The Customer knows and accepts this risk. Minor defects not impairing essential functions of the Software therefore do not have to be corrected under the warranty.

4.4. SKIDATA fulfils its warranty obligation within a reasonable period of time in its sole discretion either by rectification or a substitute delivery of the defective Software or by granting a price reduction, excluding thereby further and other claims. For warranty repairs at the Customer's premises, the Customer shall make available free of charge to SKIDATA resources and employees as required by SKIDATA.

4.5. Defects which are not within the responsibility of SKIDATA are excluded from warranty. This shall especially apply to defects from materials or Software provided by the Customer. The warranty shall lapse if the Customer or any third-party effects any changes to the Software that are not authorized by SKIDATA in writing. The Customer shall only be entitled to make warranty claims after full payment of the agreed price. In addition, any warranty shall be excluded in case of damage caused by third-party acts, atmospheric discharge, instable networks and chemical influences or force majeure.

5. Limitation of Liability

5.1. To the fullest extent permitted by law, the following applies: In the event that SKIDATA (a) breaches these Conditions; (b) breaches any warranty condition; (c) otherwise fails to perform in accordance with these Conditions; or (d) otherwise commits wrongdoing, whether directly or indirectly related to these Conditions, the sole liability of SKIDATA shall be limited to the amount of the license fee paid within the framework of the Agreement within the last contractual year. The Customer is obligated to mitigate damages that are under its direct or indirect control. Insofar as such limitation of liability is permitted by applicable law, SKIDATA shall in no event be liable for any indirect damages (including, but not limited to, lost profits).

5.2. 3rd Party Software: Licensing models for 3rd party software are subject to changes by 3rd party software manufacturers from time to time whereas the actual need for the appropriate number and type of licenses depend on the whole IT-environment, not only the SKIDATA system. Recommendations for 3rd party software which is not included in the Solution are by not binding to Customer. Customer accepts and confirms that SKIDATA excludes any liability or warranty regarding its recommendation for and the provision of such 3rd party licenses. Generally, Customer accepts and confirms that SKIDATA's liability in regards 3rd party software shall always be limited by the amount and/or action the respective software supplier has paid and/or provided to SKIDATA.

6. Termination

Upon termination of the Agreement, the Customer shall (a) immediately cease to use the Software; (b) irretrievably destroy or return to SKIDATA all copies of the Software, including all backup copies, in whatever form they exist; and (c) confirm towards SKIDATA within ten (10) days in writing that all copies have been returned or destroyed. After ending of the Agreement SKIDATA and persons authorized by SKIDATA shall be entitled to check compliance with this obligation during normal business hours.

Schedule 2: Hardware Terms

These terms apply to Customer's use of the Hardware.

1. Delivery and Term of Delivery

The dates for deliveries, services and commissioning, if any, are stipulated in the Order Form. SKIDATA shall be entitled to effect partial deliveries at an earlier date. In order to comply with the agreed upon dates the Customer must appoint a person responsible for the project and inform SKIDATA of such person's name and the planned project steps must be effected in accordance with the time schedule. Only then can the agreed dates be met.

2. Preconditions for Commissioning

The Customer shall, at its own risk and expense, make sure that any and all preconditions for commissioning and mounting of the purchased item are met to the extent such performance is not included in the subject matter of the Agreement. Such preconditions include but are not limited to: foundation works including mounting tools to be provided, pipe and cable works between the individual devices in accordance with the SKIDATA's specifications, set-up of power supply and mounting of the devices at the designated places, set-up and maintenance of power and voltage supply in accordance with applicable standards and of a broadband internet connection.

3. Commissioning

SKIDATA shall ensure that the subject matter of the Agreement is commissioned at the agreed date(s), provided that the Customer adheres to the dates for the fulfilment of the preconditions of commissioning and mounting and effects all agreed partial payments in full and in due time. Commissioning of the subject matter of the Agreement by SKIDATA on behalf of the Customer or in any case the putting into operation of the subject matter of the Agreement for the intended purpose by the Customer (commercial use) shall be deemed to be the factual and formal delivery / acceptance of SKIDATA's delivery and service. Immaterial defects do not entitle the Customer to refuse acceptance. SKIDATA's warranty obligations, if any, shall remain unaffected thereby.

4. Ownership, Changes to the Equipment

4.1. During the duration of this Agreement, and after its expiry, all equipment which may be delivered with the "SKIDATA Solution Subscription" remains in the property of SKIDATA. Customer shall ensure that this is clearly and demonstrably made visible and expressed towards third parties, in particular to authorities and courts. Customer is liable for any interference with SKIDATA's ownership position. Customer shall not be entitled to remove, conceal or otherwise identify any identifications which have been affixed to the equipment by SKIDATA and which indicate their ownership. In particular, Customer shall inform SKIDATA immediately of an imminent execution in the leased objects or the property on which it is located and forward the name and address of the creditor in charge, including essential documents, to SKIDATA. Customer bears all costs for the defense by SKIDATA and for the securing of its property.

4.2. Customer is not entitled to make changes to the equipment which are not agreed including any alteration of the location of the equipment. This includes, but is not limited to, changes in the substance of the equipment, the addition or removal of parts, or the modification of software. If Customer intends to make such a change, prior written consent of SKIDATA shall be obtained with detailed information on the planned changes.

4.3. If parts are fixed to the equipment, whether authorized or not, which afterwards cannot be removed without loss of value or altering the substance or without reasonable effort, such parts shall be transferred into SKIDATA's ownership upon fixation. Provided however, that this shall not apply in case such parts or the adding of such parts would cause SKIDATA to infringe third party's intellectual property.

5. Obligations of Customer

5.1. Customer is obligated to use the equipment only in accordance with its intended use and in accordance with appropriate maintenance, inspect it on a regular basis and undertake everything necessary for maintaining the proper and functional condition of the equipment.

5.2. Unless otherwise agreed in writing, Customer shall not be entitled to transfer the equipment to third parties, make it available to third parties, or otherwise provide the possibility of operating or altering the equipment. In particular, Customer is not permitted to sublet the equipment without the prior written consent from SKIDATA.

5.3. Customer shall ensure that the equipment is adequately protected against interference by third parties and other external influences.

6. Training

SKIDATA offers optional training for the operation, troubleshooting and maintenance of the equipment which may be ordered by Customer under a separate agreement.

7. Warranty

SKIDATA is obligated to maintain the agreed functionality of the Hardware during the term of the Agreement. SKIDATA does not warrant the Hardware being new or free from optical defects which do not materially impact functionality.

8. Third-party Products

To the extent the Customer wishes to obtain - in addition to SKIDATA's deliveries and services - compatible products or services and accessories made by other manufacturers and use them instead of the products or services originally proposed by SKIDATA, the Customer shall be solely responsible for checking and selecting such third party products. In such cases, SKIDATA does not assume any liability whatsoever, in particular no liability for defects in quality and/or the technical suitability of such products.

Schedule 3: Hosted Services Terms

These terms apply to Customer's use of the Hosted Services.

1. Scope of Services

- 1.1.** Customer is granted a non-exclusive, non-transferable, non-sublicensable, revocable, limited right to use the Hosted Services in connection with SKIDATA systems for Customer's business activities notified to SKIDATA at the time of conclusion of the Agreement.
- 1.2.** The Hosted Services shall be made available to Customer exclusively via a network, the Internet.
- 1.3.** SKIDATA reserves the right to change the Hosted Services unless this is unreasonable for Customer. SKIDATA will notify Customer thereof if necessary.
- 1.4.** SKIDATA reserves the right to modify or replace in particular but not limited to the following components of the Hosted Services at its sole discretion and without notice to Customer: (i) system configurations, (ii) designs, (iii) routing configurations or rearrangements thereof, (iv) technical specifications and (v) the equipment used to provide the Hosted Services.

2. Responsibilities of Customer

- 2.1.** Customer is obligated to establish and maintain the system requirements described in the Factsheet.
- 2.2.** Customer undertakes to accept updates or upgrades to the Hosted Services.
- 2.3.** Updates and upgrades may change the system requirements and it may be necessary to install the respective updates/upgrades, third-party components and additional or modified Hardware. Any resulting costs shall be borne by the Customer and are therefore not included in the usage fee. These Conditions do not oblige Customer to install updates or upgrades, but SKIDATA recommends their immediate installation. If updates or upgrades are not installed, Customer shall act at its own risk and may endanger the security and operability of the software and related systems and may violate third-party licenses, legal regulations or laws. Warranties/warranty claims relating to systems associated with the software may also become invalid as a result. SKIDATA shall not be liable for damages resulting from the non-installation of updates and upgrades.
- 2.4.** Customer must always keep SKIDATA's system and Customer's computer infrastructure up to date.
- 2.5.** Customer is not permitted to carry out the following without the written consent of SKIDATA or to permit a third party to do so: (i) back-developing, decompiling, disassembling or otherwise reducing SKIDATA software, computer systems, servers or other SKIDATA products into a humanly perceptible form, (ii) copying, publishing, transmitting and/or distributing the Hosted Services and related content, (iii) making copies of the Hosted Services software, object code or source code or parts thereof, (iv) modifying, adapting, translating or creating derivative works based on the Hosted Services or other SKIDATA products or services, (v) combining the Hosted Services or other SKIDATA products with open source software, (vi) providing access to other SKIDATA systems, programs, features or data beyond the rights granted by the Conditions, (vii) disclosing passwords provided to Customer to third parties.
- 2.6.** The provision of the Hosted Services by SKIDATA and compliance with the agreed performance dates depend on the cooperation of Customer. Customer therefore undertakes to provide SKIDATA with all necessary support to provide the Hosted Services and to achieve the agreed availability. In particular, Customer shall cooperate with SKIDATA in testing, determining and verifying the system with respect to potential errors of the Hosted Services. Customer is obliged to reimburse SKIDATA for all costs arising from a breach of its duty to cooperate. SKIDATA shall not be liable for any delay if Customer is directly or indirectly responsible for such delay.

3. Service Level Agreement (SLA)

- 3.1.** The following availability of the Hosted Services is agreed:

Availability	99.5% during the observation period
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- 3.2.** The observation period is one calendar month.
- 3.3.** SKIDATA will use commercially reasonable efforts to achieve the agreed availability and to provide the Hosted Services in accordance with the standards of the hosting industry (the "Service Standards"). SKIDATA will also use commercially reasonable efforts, depending on the circumstances of the particular

case and on Customer's technical environment, to remedy interruptions, disruptions or errors that result in a failure to meet the Service Standards and/or the agreed availability (collectively referred to as "Interruption") and to make the Hosted Services available again.

3.4. A period during which the Hosted Services are unavailable due to an Interruption (a "Downtime") shall be calculated from the time SKIDATA becomes aware of an Interruption. In case of doubt, this is the time at which the Customer informs SKIDATA of the interruption. The Downtime ends when SKIDATA determines availability.

3.5. SKIDATA will monitor the performance indicators for the availability of the Hosted Services in its own system or in the system of the Service Provider in order to measure the availability of the Hosted Services. The basis for determining the achieved availability of the Hosted Services is solely SKIDATA's documentation and data. Upon request, SKIDATA will provide Customer with the latest report on the availability achieved.

3.6. SKIDATA's liability for failure to achieve the agreed availability is excluded if this is due directly or indirectly and at least in part to the following: (i) Force Majeure Event; a Force Majeure Event is a natural disaster, fire, flood, industrial action, war, terrorism, riot, civil disturbance, rebellion or revolution, Internet breakdown or similar events beyond the reasonable control of SKIDATA, (ii) acts or omissions of Customer or any third party attributable to Customer (an "Agent"), (iii) access lines, cables or equipment of Customer or its Agents, (iv) SKIDATA or third parties commissioned by SKIDATA are not permitted access to the access lines of the Hosted Services or SKIDATA equipment, (v) a configuration, routing event or technology that is not under SKIDATA's control, (vi) failure to comply with the configurations recommended by SKIDATA, (vii) default in payment by Customer, (viii) disruptions lasting less than 5 (five) minutes, (ix) modifications to the Hosted Services requested by Customer or its Agents, (x) failure to comply with the measures recommended by SKIDATA to achieve the agreed availability, and/or (xi) any law, regulation or industry standard which makes the provision of the Hosted Services to the extent of the agreed availability inappropriate, prohibited or unreasonable, or otherwise alters the character and underlying terms and conditions of the Hosted Services to such an extent that there would be a material change in the terms and conditions of the Hosted Services and its availability.

3.7. Access to the Hosted Services may be temporarily unavailable for reasons beyond SKIDATA's control, such as but not limited to connection problems, server and/or network downtime. Such limitation of access to the Hosted Services does not constitute a Downtime and does not affect the availability of the Hosted Services.

3.8. SKIDATA is entitled to carry out maintenance work, updates and upgrades at its own discretion. Customer agrees that the Hosted Services are temporarily unavailable as a result. Such limitation of access to the Hosted Services do not constitute a Downtime and therefore do not affect the availability of the der Hosted Services.

3.9. SKIDATA is not obliged to notify Customer of maintenance work, updates or upgrades to the Hosted Services. However, SKIDATA will use commercially reasonable efforts to give reasonable advance notice of maintenance, updates or upgrades and to keep the duration of maintenance periods as short as possible. Security relevant maintenance can be carried out at any time, even at short notice.

3.10. SKIDATA is entitled to block access to Customer's Data, delete Customer's Data and restrict or terminate reports, batch jobs and/or processes if (i) Customer's Data violates these Conditions, in particular if Customer is in default of payment, (ii) Customer uses excessive computer resources that affect the performance of the Hosted Services for other participants, or (iii) Customer's Data constitutes a security risk or could cause other serious damage. SKIDATA will use commercially reasonable efforts to inform Customer thereof.

4. Customer's Data

4.1. Data created or transmitted by Customer and stored on SKIDATA's servers or on the servers of the Service Provider ("Customer's Data") shall remain the property of Customer.

4.2. The use of the Hosted Services and of access data is the sole responsibility of Customer and is at its own risk.

4.3. SKIDATA will not generally monitor Customer's Data but reserves the right to check it from time to time at SKIDATA's own discretion.

4.4. SKIDATA will make backup copies of Customer's Data, the transaction history and other relevant information at SKIDATA's own discretion. However, SKIDATA is not obligated to do so and is therefore not liable for any loss of or damage to Customer's Data.

4.5. SKIDATA shall store for the storage period specified in the Factsheet. After expiry of the storage period stipulated in the Factsheet, SKIDATA is entitled to delete Customer's Data without consulting Customer. Storage of Customer's Data beyond this period requires a separate agreement between the Parties. Backup copies of Customer's Data serve exclusively to restore the Hosted Services and therefore not to extend the storage period stated in the Factsheet.

4.6. SKIDATA shall provide Customer with an annual data export of its customer, sales, access and invoice data in a .csv format free of charge upon request. The costs for data exports in excess of this shall be charged to Customer on a time and material basis.

4.7. The data center used by SKIDATA meets the security standards of ISO/IEC 27001.

4.8. SKIDATA shall use commercially reasonable and state-of-the-art security precautions to ensure the security, confidentiality and integrity of Customer's Data. Despite these efforts, SKIDATA cannot guarantee that the confidentiality of Customer's Data will be maintained in connection with communication via the Internet or another public network.

4.9. Customer shall indemnify SKIDATA against all claims asserted by third parties based on an infringement of their rights due to Customer's Data.

4.10. After termination of the Agreement, Customer may choose whether to have its customer, sales, access and invoice data (a) handed over in .csv format; (b) remain stored with SKIDATA for a reasonable fee or (c) be irrevocably deleted.

5. Warranty

5.1. SKIDATA warrants only the achievement of the agreed availability of the Hosted Services. Any other warranty, in particular for the design, functionality and usability of the Hosted Services and the suitability of the Hosted Services for a particular purpose, is excluded.

Schedule 4: Interface Terms

These terms apply to Customer's use of the Interface(s).

1. Definitions

For the purposes of these Interface Terms, the following terms shall have the meaning assigned to them under this section:

"Application": An application of Customer which is integrated through one or more Interface(s) and is made specifically for Customer's use.

"Application Developer": A third party developing an application exclusively for Customer which integrates through the Interface(s).

"Approved Integrator": A third party having entered into an agreement with SKIDATA which governs its integration through SKIDATA's Interface(s) and the sale or leasing of such integrated application to Customer.

"Interface": Each of SKIDATA's proprietary application programming interfaces, which are used by Customer to interface with SKIDATA's products and services, subject to the conditions of the Agreement.

2. License

2.1. Customer is granted a non-exclusive, non-transferable, non-sublicensable, revocable limited right to access, integrate and use the Interface(s) under the terms and for the duration of this Agreement, subject to the restrictions set out in this Agreement.

2.2. Customer acknowledges that SKIDATA's Interface(s), respectively its specifications, may expire and Customer agrees to implement new specifications in time, otherwise Customer accepts that its products may fail to work properly or even be damaged. Additionally, SKIDATA reserves the right to discontinue the Interface(s) upon giving notice to Customer. In its sole discretion, SKIDATA may or may not replace the Interface(s) by another interface.

2.3. Customer shall not allow third parties to use the Interface(s), whether directly nor indirectly, unless explicitly agreed by SKIDATA.

2.4. Notwithstanding the foregoing, Customer may freely use an Approved Integrator within the scope of such Approved Integrator's respective agreement with SKIDATA to provide Customer with an integrated application.

2.5. For the development of an Application, Customer may use an Application Developer sub. Such Application Developer shall have materially the same obligations toward SKIDATA as Customer has under this Agreement. To this end, SKIDATA shall be a third-party beneficiary in the agreement between Customer and Application Developer. Additionally, such Application Developer shall be obligated in the agreement between itself and Customer not to

2.6. Customer acknowledges and agrees that SKIDATA is entitled to terminate the use of all or only certain Interfaces with immediate effect upon justified reasons including, but not limited to, non-compliance by Customer with this section of the Agreement.

2.7. SKIDATA retains all rights, title and interest in the intellectual property embodied in or associated with the Interface(s).

2.8. There are no implied licenses under the Agreement, and any rights not expressly granted are reserved by SKIDATA. Except as licensed expressly herein, the Agreement does not transfer any intellectual property rights between the parties.

3. Termination

3.1. In case of any material breach of these Interface Terms by a Customer, SKIDATA may revoke Customer's license to use the Interface. In case the breach is curable, Customer shall be given a 30-day notice period to cure the breach. The non-payment of the license fee constitutes a material breach.

3.2. Any reimbursement of already paid license fees or any adjustment of due license fees in case of termination is excluded.

4. Warranty

Any Interface is provided "as is". SKIDATA explicitly disclaims any representations or warranties, express or implied, regarding such Interface, including but not limited to any implied warranty of merchantability, fitness for a particular purpose or non-infringement.

5. Indemnification

Customer will defend, at its expense, and indemnify SKIDATA (and its affiliates, officers, directors, employees and agents), from and against any losses, costs or damages arising from any claims alleging or arising out of (i) patent, copyright, trade secret or trademark infringement resulting from or in connection with the use, manufacture, assembly or distribution of the Interface(s) by Customer, Customer's representatives, or distributors and its direct and indirect end users in any country; (ii) any combination by Customer, Customer's representatives, or distributors of the Interface(s) with one or more other applications, content, or processes which infringes the intellectual property rights of or has otherwise harmed a third party; (iii) Customer's or its end users' use of the Interface(s) in violation of the Agreement; (iv) gross negligence, reckless or intentional acts or omissions, or fraud by Customer, Customer representatives, distributors, or end users; (v) any representations or warranties agreed to by Customer under the Agreement; (vi) any unauthorized warranties or representations made by Customer, Customer's representatives, or distributors with regard to the Interface(s); and (vii) expenses or costs from a third party subpoena or compulsory legal order or process that seeks Customer-related information; provided that SKIDATA will: (a) promptly give written notice of the claim to Customer; (b) give Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless it unconditionally releases SKIDATA of all liability); and (c) provide to Customer, at Customer's cost, reasonable assistance.

Schedule 5: Expert Services Terms

These terms apply to the provision of the Expert Services by SKIDATA to Customer.

1. Scope of Services

- 1.1.** These Expert Services Terms govern Customer's use of SKIDATA Expert Services as described in the Order Form and service description in the Factsheet.
- 1.2.** SKIDATA renders the Expert Services for products ordered under the Order Form in the scope determined by the Customer and in accordance with these Expert Services Terms and other provisions contained in this Contract.
- 1.3.** The Solution includes the Expert Services Modules Upgrade.Care, Maintenance.Care and Protect.Care. SKIDATA shall perform the Expert Services as described in the Agreement.
- 1.4.** SKIDATA shall render the Expert Services covered by these Expert Services Terms only for the SKIDATA products stated in this Agreement and not for any third-party products, unless otherwise expressly agreed upon. If the Customer purchases other products from SKIDATA, such other products shall only be included in the Expert Services to the extent such inclusion is expressly agreed upon and included in the contract.

2. Place of Performance of Services

- 2.1.** SKIDATA shall render the Expert Services as required and in accordance with these Expert Services Terms on site or remote.
- 2.2.** Expert Services on site shall be rendered at the address stated in this Agreement (place of operation). In case of any changes of the place of operation without SKIDATA's express consent, SKIDATA shall be released from the performance obligation, however, the Customer's obligation to pay shall continue to exist.
- 2.3.** In case of any change of the place of operation, SKIDATA reserves the right to adjust the service fee to a reasonable extent, taking into account, among other things, the new travel distances. Alternatively, SKIDATA shall be entitled to terminate the Expert Services under the Agreement with immediate effect.

3. Customer's Obligation to Cooperate

- 3.1.** The Customer undertakes
 - 1)** to use its best efforts to support SKIDATA and fulfil the technical requirements necessary to enable SKIDATA to render the requested Expert Services; in particular by giving SKIDATA any necessary and requested information and enabling SKIDATA to access any networks, data bases, programs, devices and services by third parties to the extent they could be useful for the correction of errors;
 - 2)** to make available - to the extent necessary - employees who can be of assistance for the Expert Services or whom SKIDATA expressly requests. Such employees are to support SKIDATA accordingly;
 - 3)** to establish contact with third parties to the extent necessary for the rendering of the Expert Services or to the extent as expressly requested by SKIDATA and to affect the necessary communication or support SKIDATA in making the necessary communication;
 - 4)** to duly and regularly effect the data backups to the extent possible and designated; this obligation refers to a general data backup in the extent usual in the industry as well as to a specific backup of data located on computers or servers before the Expert Services are rendered, for example before updates are performed;
 - 5)** subject to these Expert Services Terms, to effect maintenance, service, and cleaning of the equipment including the exchange of spare parts, wear and tear parts, and mechanical components; such works are to be effected in accordance with the specifications given by SKIDATA as well as in accordance with training information, manuals, maintenance instructions or similar information, if any, on a regular basis as a precaution measure;
 - 6)** to establish and maintain at its own expense the system requirements necessary for the Expert Services and/or the required working environment. To the extent the Customer refuses to accept services rendered by SKIDATA for software or hardware, the Customer loses any warranty claims in relation to the respective SKIDATA products;

7) to provide keys for equipment, use of power grid, toilets and in general a safe working environment to SKIDATA.

3.2. These obligations to cooperate shall apply in addition to the Customer's obligations to cooperate to be fulfilled in connection with the individual services, if any.

4. Maintenance (Module "Maintenance.Care")

4.1. The module "Maintenance.Care" defines the scope of services and the interval of preventative performed maintenance.

4.2. General

1) SKIDATA shall perform maintenance as described in the document Factsheet in the quoted interval according to the agreed module "Maintenance.Care".

2) Customer acknowledges and agrees that Maintenance work shall only be carried out during SKIDATA's normal business hours ("Normal Business Hours"). Customer further acknowledges and agrees that Normal Business Hours do not include any holidays that are recognized by the Federal government and/or SKIDATA, and that SKIDATA's maintenance services will not be available at those times or any other days or times that are outside of the Normal Business Hours.

3) Customer acknowledges and agrees that basic in-house maintenance (also called Level 1 maintenance) can only be performed by Customer when Customer participates routinely SKIDATA trainings.

4) Spare and wear parts are not included in the maintenance fee, therefore accounting and treatment of required spare and wear parts for troubleshooting must be made according to the module "SpareParts.Care".

5) These maintenance conditions and the fees to be paid therefore do not include services rendered for troubleshooting purposes.

4.3. Hardware

1) Hardware maintenance is a preventive maintenance and includes the inspection, cleaning, and adjustment of hardware components as well as the execution of test runs necessary for proper operation.

2) SKIDATA shall render the services included in Hardware Maintenance exclusively for the equipment specified in this Contract and at the location stated in the Contract.

3) Hardware maintenance shall be effected as agreed in this Contract once or several times per year within the stated periods of time. The Customer and SKIDATA shall agree on the specific date for each hardware maintenance a reasonable period of time in advance, taking into consideration each party's legitimate interests.

4) The Customer shall bear the travel expenses for the employees of SKIDATA on an actual cost basis unless a lump sum fee for travel expenses was agreed upon.

5) If the hardware inspection shows that parts of the hardware must be exchanged, especially wear and tear parts (such as rollers, pressure rollers, and drive belts), spare parts or other parts, such exchange shall be effected immediately by SKIDATA's employees to the extent such requirements could be foreseen and SKIDATA's employees brought such parts with them. Subject to and in consideration of any agreement concerning spare parts management (module "SpareParts.Care"), SKIDATA shall invoice the exchanged parts in accordance with the price list valid at the time.

6) In particular the following activities are not included in the scope of the preventive hardware maintenance:

- a) remedy of errors and malfunctions caused by force majeure;
- b) remedy of errors and malfunctions caused by any intervention by the Customer, its employees or any third party;
- c) delivery and replacement of consumable products;
- d) remedy of errors and malfunctions caused by the Customer's failure to fulfil its obligations, in particular its obligation to cooperate.

4.4. Software

1) Updates

- a) Within the scope of Software Maintenance, the Customer shall receive from SKIDATA current updates for the SKIDATA software included in the scope of services to the

extent such updates are generated by SKIDATA. For the purposes of these provisions, updates means service packs within the same release (service packs) and shall include minor changes to existing software with the purpose of removing software bugs and making small improvements. Any and all updates provided to the Customer shall be subject to the same software and license conditions applicable to the original software in the respective current version.

- b) The installation as well as any other services within the scope of Software Maintenance, if any, shall be rendered by employees of SKIDATA on site or remotely at SKIDATA's discretion. The Customer shall bear the travel expenses for the employees of SKIDATA on an actual cost basis unless a lump sum fee for travel expenses was agreed upon. The Customer and SKIDATA shall agree on the specific date for the provision of services within the scope of Software Maintenance a reasonable period of time in advance, taking into consideration each party's legitimate interests.
- c) Updates will be prepared by SKIDATA on the basis of legal or technical requirements and in its sole discretion. The Customer shall not be entitled to demand that SKIDATA prepares and publishes any updates. SKIDATA reserves the right to freely choose the contents and release time of updates.
- d) SKIDATA reserves the right to determine in which environment the updates are to be used and to change the system requirements for updates including hardware and software requirements. As a general rule, changes to the system requirements and/or to the environment of the updates are necessary as an adjustment to advancing technological developments in order to keep the SKIDATA software up to date. The Customer shall be liable for the implementation of any system requirements which are necessary for the installation and use of updates. Should the Customer fail to fulfil these requirements, SKIDATA does not assume any warranty for the functionality of the software. The Customer take the responsibility to hold his system network virus free and secure.
- e) As of the time of discontinuation of a certain SKIDATA-product, updates for such software shall no longer be prepared and published.
- f) Software Maintenance can be carried out for the current and two preceding releases.

2) Software Configuration

Adjustments and changes on the basis of a list of changes to be submitted by the Customer in writing are made on the basis of an existing configuration of the programs covered by Software Maintenance at least once a year within the time periods stipulated in this Contract. This list of changes, stating in detail the desired changes and adjustments, must be submitted to SKIDATA a reasonable period of time before the date SKIDATA is to render its services. The extent of such changes and adjustments is in any case limited by the maximum number of working hours stated in the Offer. Changes and adjustments shall only cover existing configurations; the compilation of new configurations shall not be included.

5. Installation of Software and Hardware Upgrades (Module "Upgrade.Care")

5.1. The module "Upgrade.Care" defines SKIDATA's services in regard to the installation of upgrades to SKIDATA's software and hardware. For the purposes of these provisions, upgrade means the transition from one major release to the subsequent one. It usually contains some major new features as well as basic enhancements that extend the functionality of software or hardware. The details to the module "Upgrade.Care" are stipulated in the Factsheet.

5.2. To ensure proper operation of Customer's system, SKIDATA will review and test upgrades carefully prior to installation. After installation, SKIDATA will ensure that Customer's system is in good condition before it is put into operation.

5.3. Software upgrades are delivered or made available in electronic format. The module "Upgrade.Care" includes an upgrade only for those software functions and modules for which Customer has acquired a

software license. Upgrades are installed only at the sites and devices listed in the corresponding table in the Factsheet.

5.4. Upgrades may alter the system requirements and it may be necessary for Customer to install the relevant previous updates, upgrades, third-party components and/or additional or modified hardware. The products and services required for this are not included in the module "Upgrade.Care" and the respective costs shall be borne by the Customer.

5.5. Spare and wear parts required for the installation of an upgrade are not included in the module "Upgrade.Care". The settlement of the required spare and wear parts is based on the option selected in the module "SpareParts.Care".

5.6. As of the time of discontinuation of a certain SKIDATA product, SKIDATA is no longer obligated to provide upgrades to the respective product.

6. Anti-Virus and Security Check (Module "Protect.Care")

6.1. The module "Protect.Care" defines the support and usage of the Anti-Virus Software provided by McAfee ("Anti-Virus Software") and is described in the Factsheet.

6.2. End User License Agreement

The McAfee End User License Agreement (the "EULA") for the Anti-Virus Software is binding on the Customer. The Customer is therefore obliged to observe the EULA, which is changed from time to time by McAfee. The current EULA can be downloaded at <https://www.mcafee.com/enterprise/en-us/about/legal/end-user-license-agreements.html>.

6.3. Warranty

SKIDATA only warrants the Anti-Virus Software to the same extent that McAfee warrants. SKIDATA shall not be liable for errors or malfunctions of the Anti-Virus Software resulting from misuse, incorrect installation, mishandling, negligence or accident. SKIDATA does not warrant to the Customer that the Anti-Virus Software protects against all existing security threats (e.g. due to intentional third-party damage). Furthermore, SKIDATA does not guarantee that, despite the installation of the Anti-Virus Software, no functional errors can occur due to viruses, computer worms or other malicious code.

If the Customer detects malfunctions or errors of the Anti-Virus Software, he has to inform SKIDATA immediately in writing. Within the framework of the warranty, SKIDATA will make commercially reasonable efforts to correct or have corrected these errors and faults as quickly as possible. However, SKIDATA makes no guarantee that all malfunctions and errors will be remedied.

Use in a High-risk Environment

The Anti-Virus Software has not been designed for use in a high-risk environment. The use of the Anti-Virus Software in a high-risk environment is therefore at the Customers own risk. Furthermore, SKIDATA disclaims any warranty for use in a high-risk environment. The Customer waives against SKIDATA and McAfee any claims regarding the use of the anti-virus software in a high-risk environment.

6.4. Limitation of Liability

SKIDATA is only liable for the Anti-Virus Software insofar as McAfee is liable. SKIDATA shall in no event be liable for any indirect or consequential damages, loss of profit, loss of use, loss or damage of data or suspension of business activities, even if SKIDATA has been informed of the possibility of such damages. SKIDATA shall not be liable for statements or guarantees made by the Customer to third parties.

6.5. Data Protection

SKIDATA and McAfee are entitled to process and forward personal and technical data of the Customer, as far as this is necessary for the processing of the contract, for billing purposes and for the provision of the contractually agreed software functionalities, support and services as well as updates. SKIDATA and McAfee are entitled to forward such data to affiliates or third parties charged with processing of data from SKIDATA or McAfee, as far as this is necessary for the provision of services.

By using the Anti-Virus Software, the Customer explicitly agrees to the McAfee Privacy Policy. This can be downloaded at <https://www.mcafee.com/en-us/consumer-support/policy/legal.html>

6.6. Indemnification

If the Anti-Virus Software violates copyrights, trademark rights or patents of third parties, SKIDATA will make every reasonable effort to ensure that McAfee indemnifies the Customer against this. This shall,

however, only be conditional on the Customer having informed SKIDATA without undue delay about the violation of the rights of third parties.

The Customer undertakes to indemnify SKIDATA and/or McAfee from any claims of third parties which the Customer is responsible for.

6.7. End-of-Life Process and Supported Versions

The end-of-life process of the Anti-Virus Software is defined by McAfee. SKIDATA reserves the right to transmit these specifications to the Customer one-to-one and the Customer agrees to be bound by these specifications.



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 15, 2021

PREPARED BY

AGENDA ITEM # E.6

Report of actions taken by Department of Public Works

A. Granting of 2022 Licenses

I. Sidewalk Builder

a. Rabine America Maintenance, LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 15, 2021

PREPARED BY

AGENDA ITEM # F.1

Director's Report on recent activities of the Public Works Department.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 15, 2021

PREPARED BY

AGENDA ITEM # F.2

The next Improvement and Services Committee meeting is scheduled for January 12, 2022.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None