BOARD OF WATERWORKS COMMISSIONERS AGENDA

July 21, 2025 at 3:30 PM

Water Utility Admin Office, 72 Park Avenue, Sheboygan WI

Persons with disabilities who need accommodations to attend this meeting should contact the Sheboygan Water Utility, (920) 459-3805. Persons other than commission, committee, and board members who wish to participate remotely shall provide notice to the Utility at 920-459-3805 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Pledge of Allegiance

MINUTES

2. Approve minutes of June 16, 2025 meeting

REPORTS

3. Financial reports and approval of vouchers
4. Superintendent's report including operations, construction-maintenance, and customer relations/fiscal

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

5. Request approval of safety program proposal from Fox Valley Safety
6. Review Operations Department plan
7. Request approval of Utility easements with Gorman Company
8. Request approval for hydraulic analysis of southside boosted zone
9. Request approval of proposal for website ADA compliance
10. Request approval of LSL projects using pre-qualified contractors
11. Request approval of proposal for internet fiber optic upgrades

PERSONNEL

12. Request approval of updates to the Utility Employee handbook

NEXT MEETING

13. Next meeting will take place on: Aug. 27, 2025

ADJOURN

14. Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

City Hall • Mead Public Library
Sheboygan County Administration Building • City's website

City of Sheboygan
spirit on the lake Water Utility

REPORT OF BILLING

JUNE 2025

		2024	2024	Increase or (Decrease)
Quarterly Metered*				
(Dist I - north of Superior Ave)	Residential	300,994.49	267,515.21	33,479.28
	Multi-Family	23,006.37	21,299.20	1,707.17
	Commercial	21,273.35	16,649.89	4,623.46
	Industrial	735.13	664.26	70.87
	Public	5,690.55	5,904.90	(214.35)
	Subtotal	**351,699.89**	**312,033.46**	**39,666.43**
Public Fire Protection		75,556.78	64,728.96	10,827.82
Flat Rate		40,044.00	32,910.44	7,133.56
Monthly Metered		519,395.73	476,094.50	43,301.23
Sheboygan Net		**986,696.40**	**885,767.36**	**100,929.04**
Sheboygan Falls		81,727.03	77,101.35	4,625.68
Kohler		48,240.86	42,606.52	5,634.34
Total		**1,116,664.29**	**1,005,475.23**	**111,189.06**

* *Billing for scheduled district only for the three preceding months usage.*

Total accumulative billing for 2025 is $5,983,821.73. An increase of $792,262.73 from 2024 accounted for as follows:

	2025-Total Year to Date
Sheboygan	653,574.19
Sheboygan Falls	110,458.68
Kohler	28,229.86
	792,262.73

Total bills mailed June, 2025: 6,780

Residential	6,222	Wholesale	5	Residential	3
Multi-Family	84	Multi-Family	12	Multi-Family	14
Commercial	27	Commercial	20	Commercial	196
Industrial	6	Industrial	67	Industrial	63
Public	34	Public	3	Public	24
Quarterly	**6,373**	**Monthly**	**107**	**Flat Rate**	**300**
				PUPLIC FIRE PROTECTION	

City of Sheboygan
spirit on the lake Water Utility

RETURN ON RATE BASE

June 30, 2025

	JUNE 2025	JUNE 2024
Add 2 YR Average		
Utility Plant Balance	$ 112,681,104	$ 101,121,237
Materials and Supplies Inventory	$ 356,874	$ 269,185
Less 2 YR Average		
Reserve for Depreciation	$ 29,408,245	$ 27,415,663
Customer Adv for Const	$ -	$ -
Average Rate Base	$ 83,629,733	$ 73,974,758
Net Operating Income YTD	$ 837,117	$ 978,008
Net Operating Income As a Percent of Average Net Rate Base	**1.00%**	**1.32%**

Rate base is calculated using the two year average balance in the following accounts:
Utility Plant Balance - includes all capital assets less any contributed capital assets.
Materials and Supplies Inventory - includes all materials and supplies on hand and in inventory.
Reserve for Depreciation - includes depreciation on capital assets less any contributed capital assets.

City of Sheboygan
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CASH RESERVE
June 30, 2025

Ending balance on report for May 31, 2025		10,545,354.81
Plus:	Receipts	270,772.53
	Misc Receipts	133,059.57
	Direct Pay Receipts	559,762.58
	LSL Repayment	22,859.57
	Money Market/CDARs Accrued Interest	10,677.72
Minus:		
	Disbursements - vendors and payroll	(1,019,105.41)
	Bank Service Fees & Credits	225.17
	Health & Dental Claims/Adm Costs	(74,529.75)
	NSF Checks & Customer Refunds	(1,575.50)
	Invoice Cloud/Paymentech Deposit Fees	(10,326.43)
	Reallocate Sewer/Garbage - payments	1,005.76
	Reallocate Sewer/Garbage - monthly	2,032.40
	Bond & SDWLP Principal & Interest Payments	-
	WRS Preliminary Reconciliation	(0.04)
	Automated Credit Card Payments	(851.55)
	Postage	(89.98)
	Utility Water Payments	(11,016.21)
Ending Balance	**June 30, 2025**	**$ 10,428,255.24**

Note: The above amount includes:

Bond Reserve Fund	534,909.38
LSL Revolving Loan Fund	866,970.55
Money Market Investment	1,035,001.17
CDARS1	544,182.51
CDARS2	1,643,004.14
CDARS3	1,093,621.36
Total	**$ 5,717,689.11**
General Unrestricted Operating Cash	4,710,566.13

City of Sheboygan
spirit on the lake Water Utility

STATEMENT OF NET POSITION
JUNE 30, 2025 AND 2024

Assets and Other Debits Utility Plant	Year to Date 2025	Year to Date 2024
Utility Plant	127,551,514	125,282,920
Depreciation- Utility Plant	33,243,688	30,423,889
Net Utility Plant	$ 94,307,827	$ 94,859,032
Other Property and Investments		
Appropriated Funds	866,971	798,410
Bond Redemption Fund	534,909	574,394
Net Pension Asset[1]	-	-
Deferred Outflow - Pension & OPEB [1]	2,388,326	2,648,031
Total Other Prop & Investment	$ 3,790,206	$ 4,020,835
Current and Accrued Assets		
Cash & Investments[3]	9,027,125	6,501,503
Accounts Receivable	2,038,952	1,502,091
LSL Loan Receivable[2]	703,086	626,594
Grant Receivable - Restricted	0	0
Materials & Supplies Inventory	386,114	327,634
Prepaid Expenses	15,501	32,155
Total Current & Accrued Assets	$ 12,170,779	$ 8,989,977
Total Assets and Debits	**$ 110,268,811**	**$ 107,869,844**

Liabilities and Other Credits	Year to Date 2025	Year to Date 2024
Proprietary Capital		
Capital Paid by Municipal	1,640,701	1,640,701
Unapprop. Earned Surplus	63,654,850	62,440,710
Total Proprietary Capital	$ 65,295,551	$ 64,081,411
Bonds, Loans & Advances	40,458,068	39,220,750
Total Long Term Debt	$ 40,458,068	$ 39,220,750
Current & Accrued Liabilities		
Accounts Payable	(1,342)	(246)
Accrued Liabilities	1,425,590	1,105,095
Unearned Revenue	-	270,987
Total Current & Accrued Liab.	$ 1,424,247	$ 1,375,837
Deferred Credits		
Bond Premium	85,818	116,934
Pre 2003 Depr on Contributed Assets	-	-
Other Deferred Credits	0	0
	$ 85,818	$ 116,934
Operating Reserves		
Net Pension & OPEB Liability[1]	652,443	835,240
Deferred Inflow - Pension & OPEB [1]	1,586,860	1,533,534
Accrued Vac & Sick Leave	765,825	706,137
Total Operating Reserve	$ 3,005,128	$ 3,074,911
Total Liab & Other Credits	**$ 110,268,811**	**$ 107,869,844**

[1] See full audited Financial Statements for disclosures and details regarding pensions and OPEB.

[2] Receivable related to the SWU Lead Service Lateral loan program.

[3] Sheboygan Water Utility received $2.4M combination grant and loan from the DNR SDWLP to reimburse prior year LSL expense.

City of Sheboygan Water Utility
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STATEMENT OF REVENUE, EXPENSES AND CHANGES IN NET POSITION

JUNE 30, 2025 AND 2024

	2025 MONTH	2025 YTD	2024 MONTH	2024 YTD	Incr (Decr) YTD	% Incr/Decr YTD
Sales Revenue[1]	$ 1,130,501	$ 5,670,082	$ 1,018,342	$ 4,912,122	$ 757,960	15.43%
Other Water Revenue	$ 5,488	$ 30,336	$ 3,618	$ 22,085	$ 8,251	37.36%
Total Operating Revenues	$ 1,135,989	$ 5,700,418	$ 1,021,959	$ 4,934,207	$ 766,211	15.53%
Operating Expenses	410,511	2,315,689	351,931	2,232,048	83,642	3.75%
Maintenance Expenses[2]	113,504	568,501	61,544	427,506	140,995	32.98%
Depreciation Expenses[3]	228,237	1,387,252	125,223	768,437	618,815	80.53%
Taxes[3]	106,506	591,859	98,571	528,210	63,649	12.05%
Total Operating Expenses	$ 858,758	$ 4,863,301	$ 637,269	$ 3,956,200	$ 907,101	22.93%
Utility Operating Income	$ 277,231	$ 837,117	$ 384,691	$ 978,007	$ (140,890)	-14.41%
Other Income & Expense						
Non-operating Grant Revenue[4]	-	1,541,054	-	-	1,541,054	
Non-Operating Grant Expenses	-	(24,136)	-	-	(24,136)	
Bond Premium	68,141	14,681	2,739	16,436	(1,756)	
Interest Earned on Investments	10,714	66,640	13,335	88,068	(21,428)	
Contributions	-	-	-	-	-	
Other Expense	-	-	-	-	-	
Misc Amortization	-	-	-	-	-	
Bond Interest Expense	(82,017)	(490,582)	(60,568)	(331,402)	(159,180)	
Change in Net Position	**$ 274,069**	**$ 1,944,774**	**$ 340,197**	**$ 751,109**	**$ 1,193,665**	

[1] The increase in Sales Revenue in 2025 is due to a phase I rate increase that went into effect on 4/1/2024 with phase II rates implemented 4/1/25.

[2] The increase in Maintenance Expense in 2025 is due to office painting and lighting replacement, an increased number of water main breaks earlier this year as well as water main maintenance, an increase in treatment structures and equipment maintenance, an increase in meters maintenance and hydrant maintenance, and additional landscaping of utility grounds.

[3] The increase in Depreciation Expense and Taxes is due to the addition of the Raw Water Improvement Project to capital assets.

[4] Sheboygan Water Utility received $2.4M combination grant and loan from the DNR SDWLP to reimburse prior year LSL expense.

City of Sheboygan Water Utility
spirit on the lake

APPROVAL OF VOUCHERS

June 30, 2025

Total Of The General Vouchers	$	780,629.86
Gross Payroll	$	219,244.63
Net Payroll	$	135,273.98

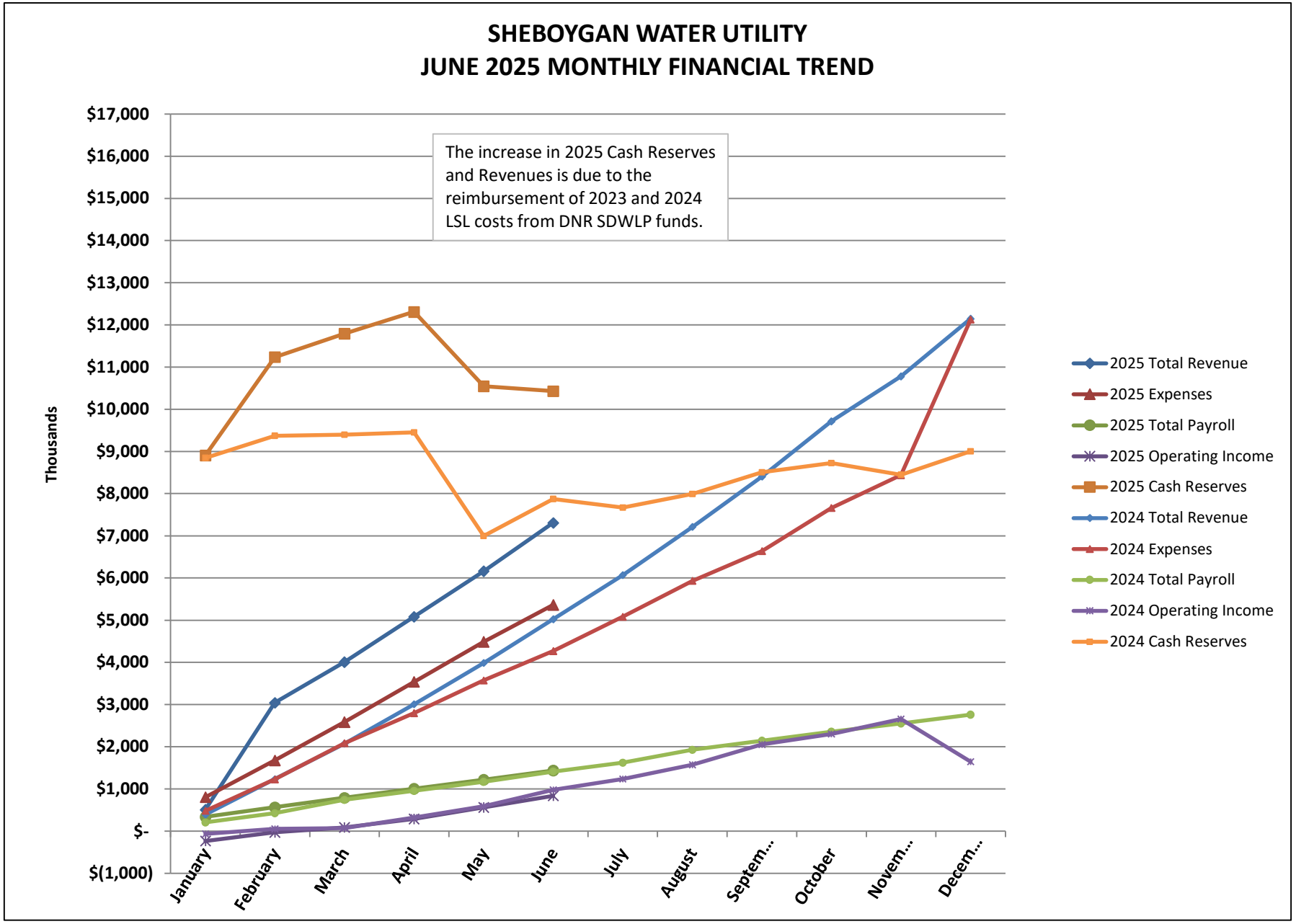
BOARD OF WATER COMMISSIONERS

PRESIDENT

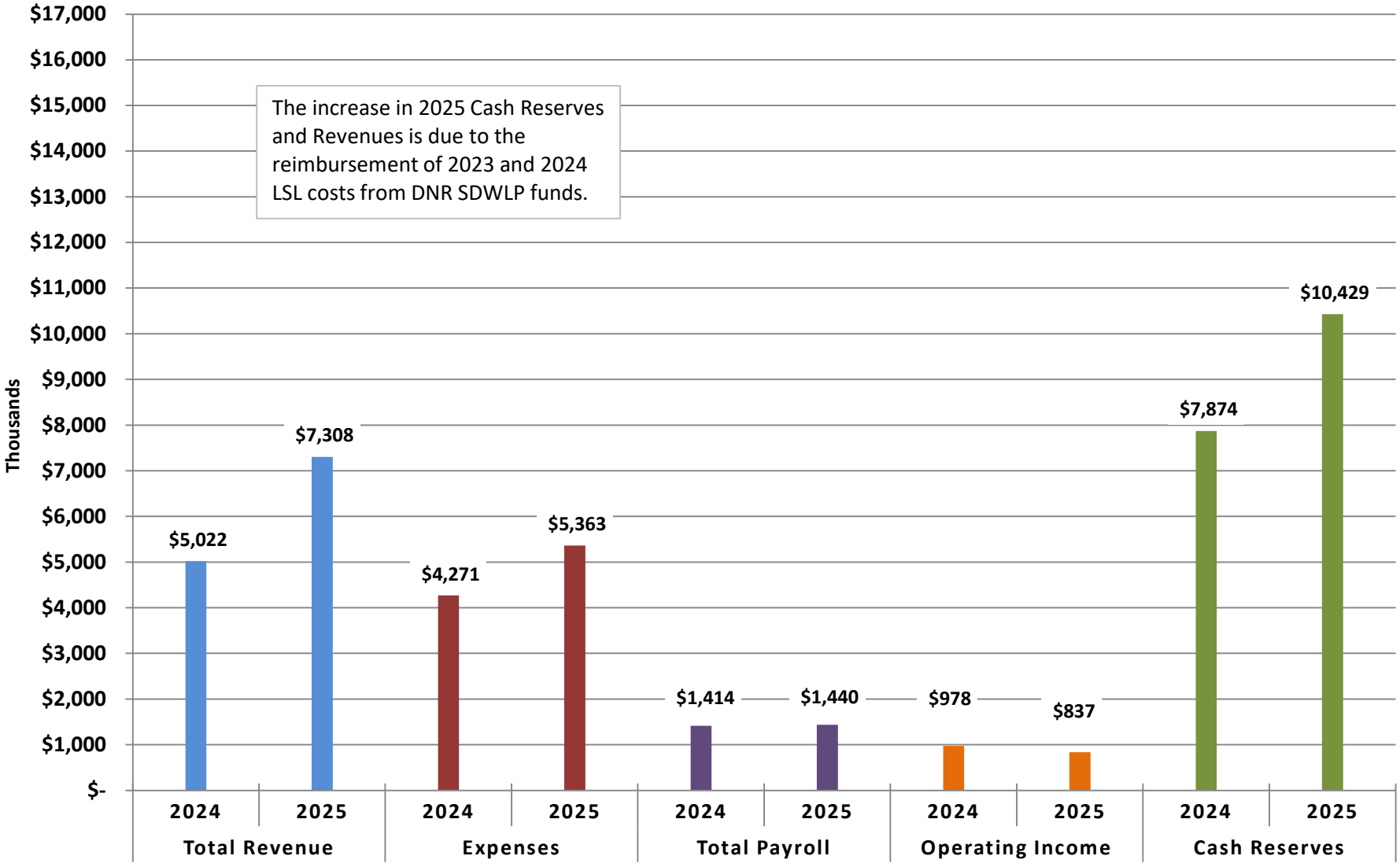
SECRETARY

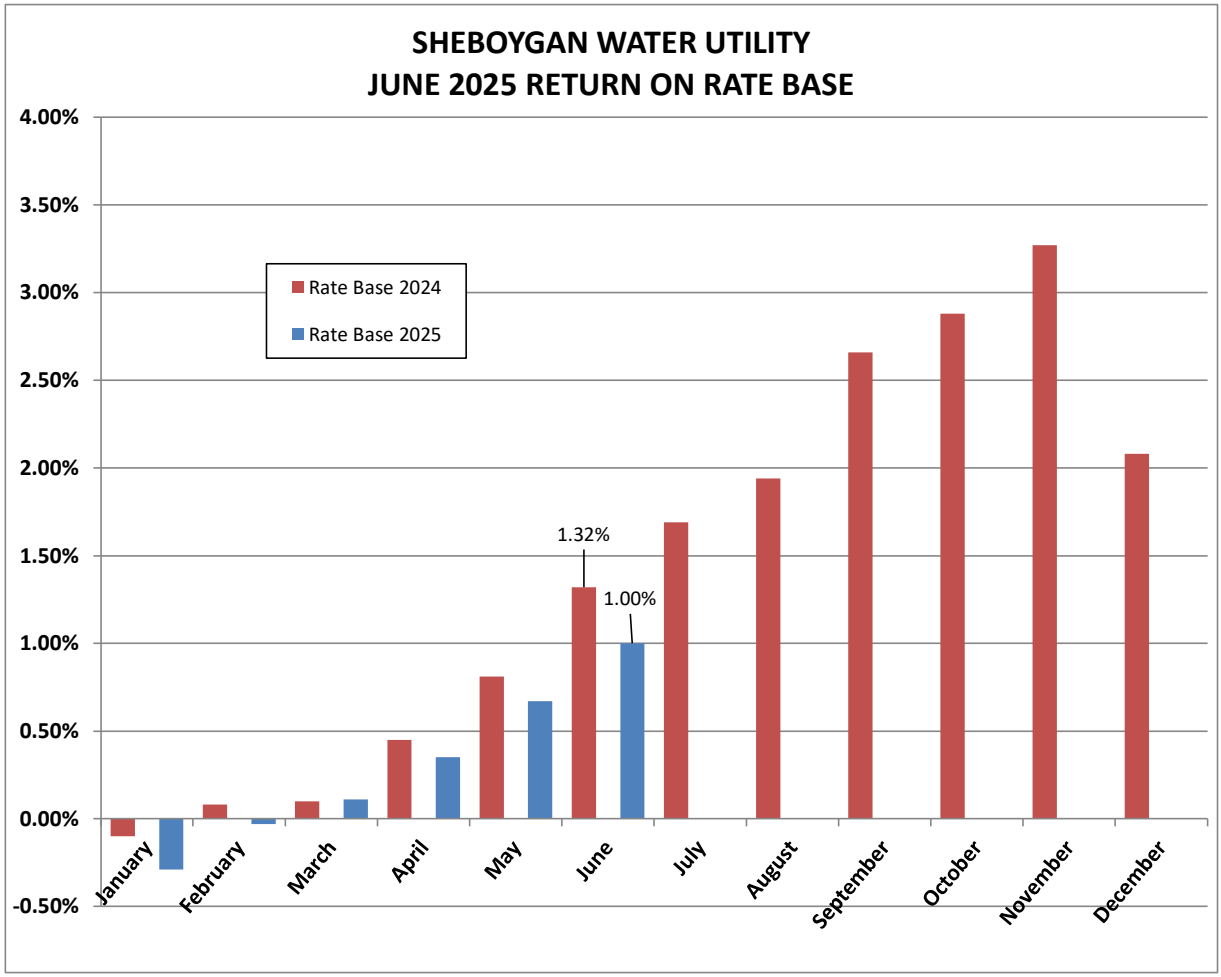
MEMBER

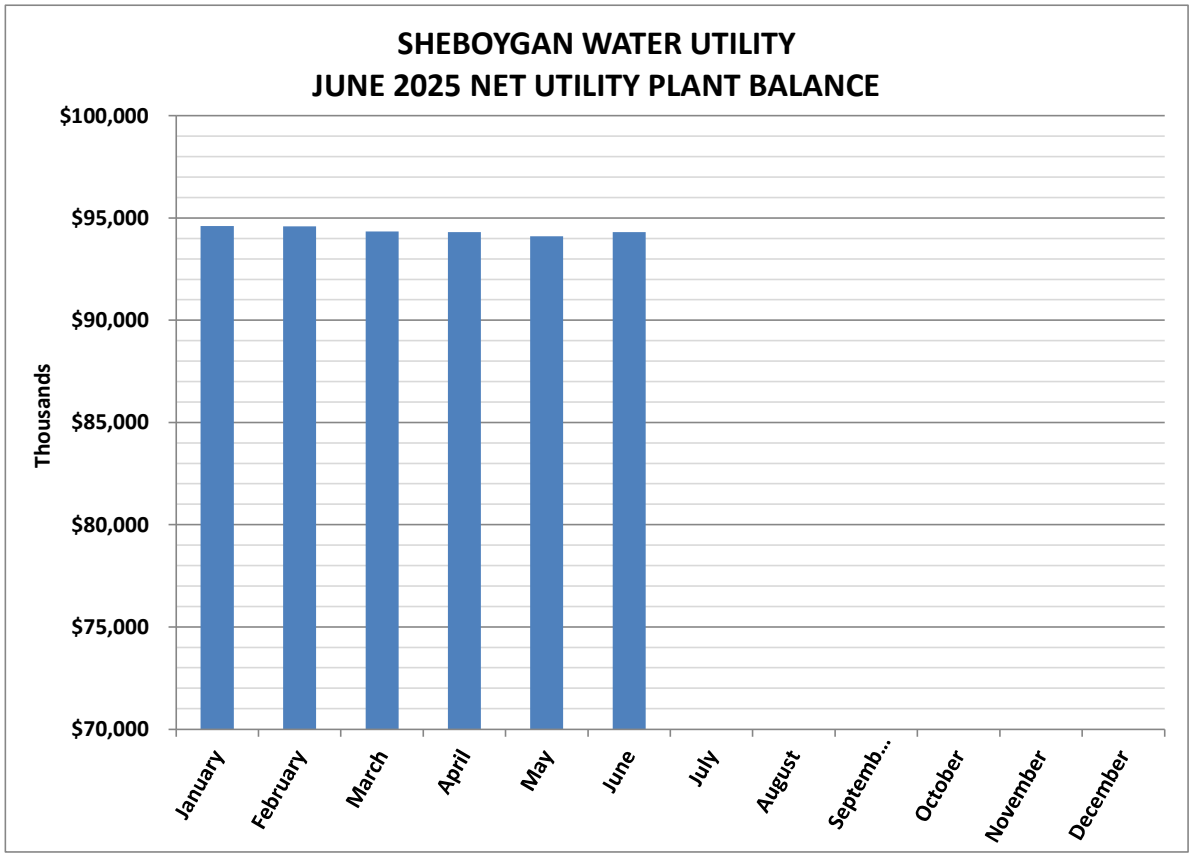
SUPERINTENDENT


SHEBOYGAN WATER UTILITY
JUNE 2025 MONTHLY FINANCIAL TREND
The increase in 2025 Cash Reserves and Revenues is due to the reimbursement of 2023 and 2024 LSL costs from DNR SDWLP funds.
Thousands
$17,000
$16,000
$15,000
$14,000
$13,000
$12,000
$11,000
$10,000
$9,000
$8,000
$7,000
$6,000
$5,000
$4,000
$3,000
$2,000
$1,000
$-
$(1,000)
January
February
March
April
May
June
July
August
Septem...
October
Novem...
Decem...
2025 Total Revenue
2025 Expenses
2025 Total Payroll
2025 Operating Income
2025 Cash Reserves
2024 Total Revenue
2024 Expenses
2024 Total Payroll
2024 Operating Income
2024 Cash Reserves

SHEBOYGAN WATER UTILITY
JUNE 2025 YTD FINANCIAL POSITION



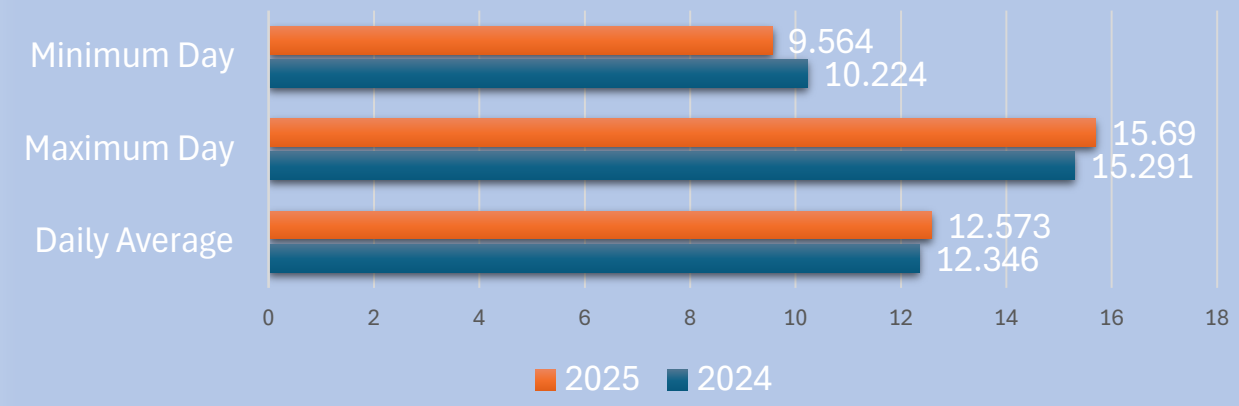

SHEBOYGAN WATER UTILITY
JUNE 2025 RETURN ON RATE BASE
4.00%
3.50%
3.00%
2.50%
2.00%
1.50%
1.00%
0.50%
0.00%
-0.50%
Rate Base 2024
Rate Base 2025
1.32%
1.00%
January
February
March
April
May
June
July
August
September
October
November
December


SHEBOYGAN WATER UTILITY
JUNE 2025 NET UTILITY PLANT BALANCE
$100,000
$95,000
$90,000
$85,000
$80,000
$75,000
$70,000
Thousands
January
February
March
April
May
June
July
August
Septemb...
October
November
December

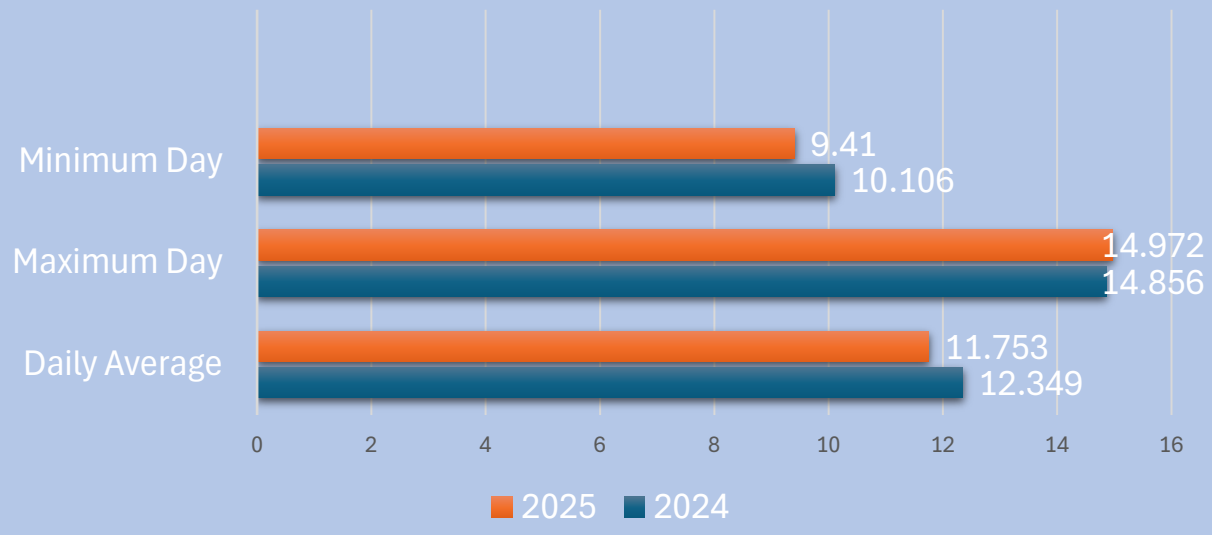
Operations Monthly Report

Pumping

Raw Water Pumpage (MGD)



Finished Water Pumpage (MGD)



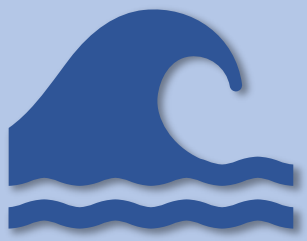
2,006,186,000
Gallons Pumped YTD

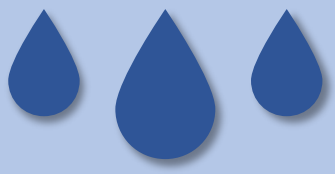
June 2025

Operations Monthly Report

Water Quality

Raw Water		
	2024	2025
Turbidity	0.8	0.6
pH	8.28	8.3
Alkalinity	107.3	108.7
Temperature	50.7	48.2
Positive Bacteriological Testing	0.9	0





Finished Water		
	2024	2025
Turbidity	0.05	0.048
pH	7.79	7.75
Alkalinity	103.1	103.1
Temp.	50.7	49.8
Chlorine Residual	0.87	0.88
Fluoride Residual	0.7	0.64
Orthophosphate Residual	1.45	1.48
Bacteriological Testing	0	0

Additional Activities

- Routine Plant Operations
- Routine Plant and Remote Site Maintenance
- Annual WDNR Lab Testing and Monitoring
- Spring Basin Cleaning
- Safety Equipment Checks
- Property grounds, cleaning, and building maintenance
- Chemical Systems Maint
- Safety Training
- Shift Coverage

June 2025

Distribution Monthly Report

Water Main

Water Main Installed

3,505’

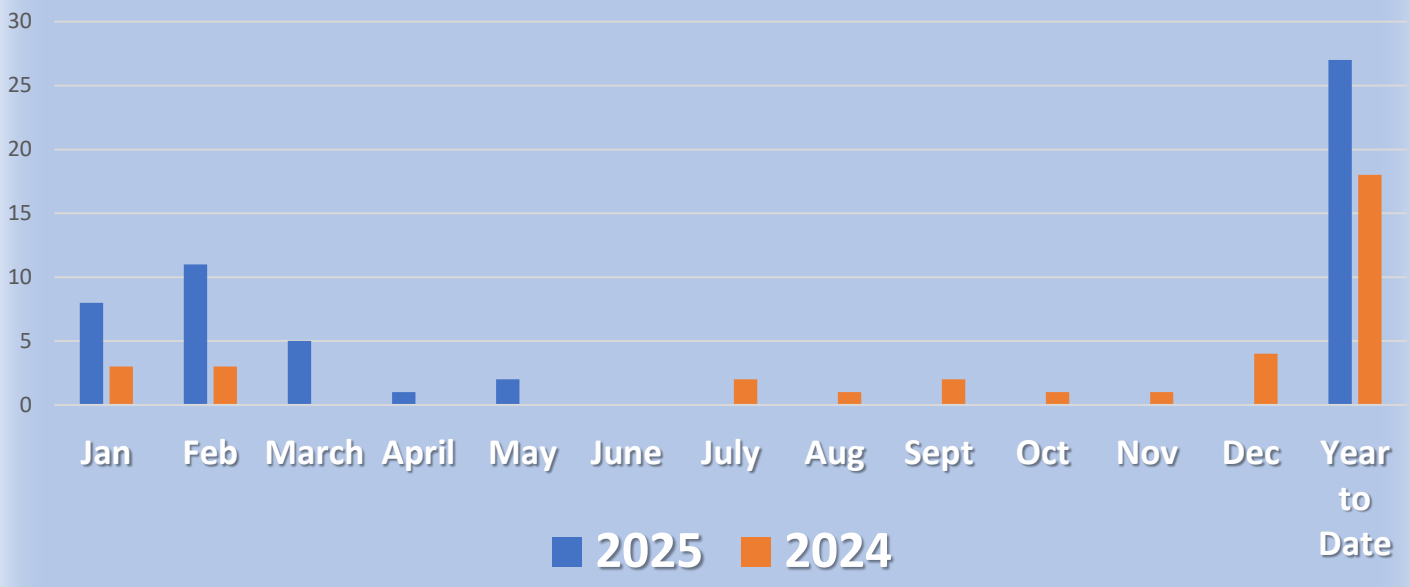
YTD

Street, Curb, and Sidewalk Restoration

3,584

Cu Ft
YTD

Water Main Breaks



Hydrants Year To Date

15 Removed

15 Installed

Valves Year to Date

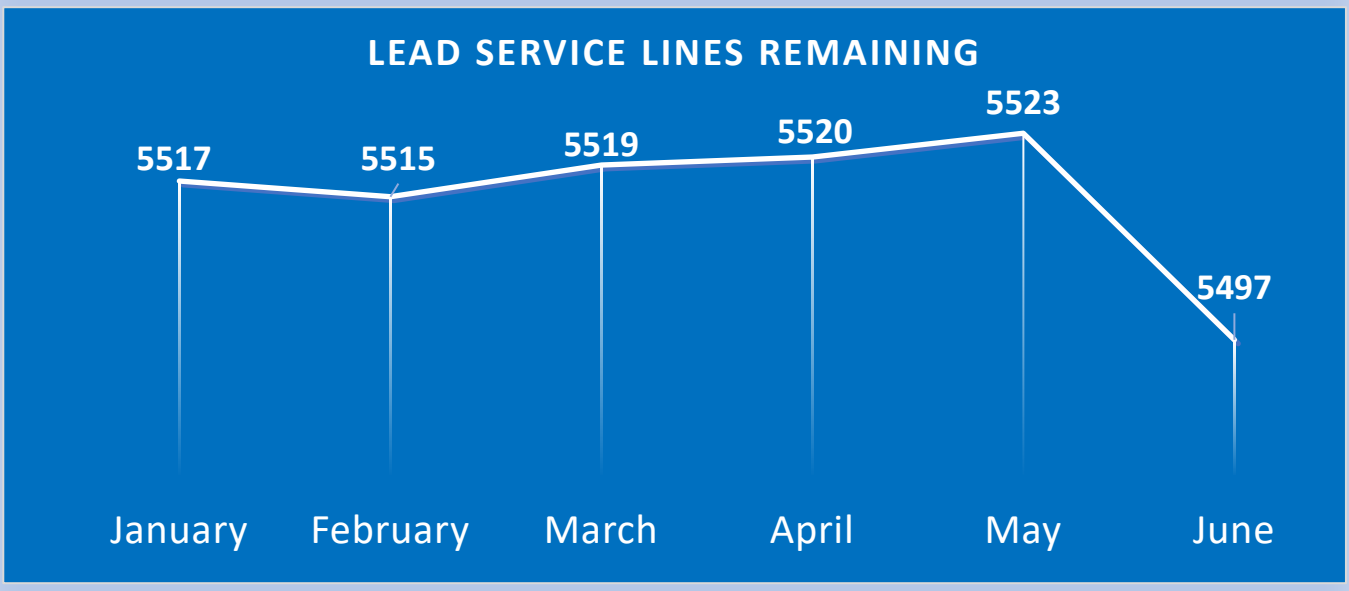
140 Exercised

20 Installed

June 2025

Distribution Monthly Report

Lead Service Line Information



250
2025 Replacement Goal

12%
2025 Replacement Goal Completed

84
YTD WIDNR Lead Brochures Distributed

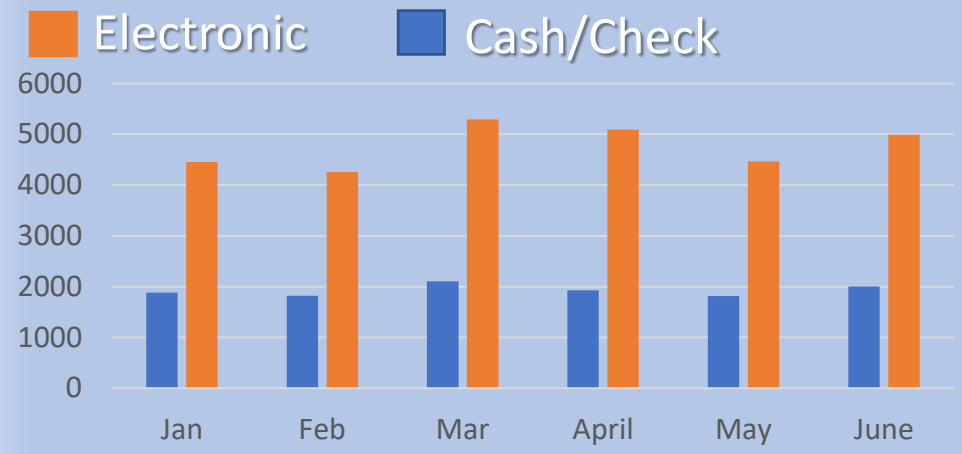
Additional Activities

- Construction and inspection work continued on the N 25th Street Water Main Project.
- Inspection of LSL replacements on N 6th Street
- Construction started on N 7th Street watermain project.
- Scheduled training and go-live for Unity software to occur in late July.

June 2025

Customer Relations & Fiscal Summary

Payment Transactions



Paperless Enrollment

4,950

Customer Transfers

180

Collections

District 2

$1,191,149
Total Billed

$291,407
Outstanding After Due Date

1246
Past Due Letters Mailed

477
Owner/Landlord Letters Mailed

$143,054
Outstanding At Month End

Meters

175
Meters Installed/Replaced

164
Meters Tested

Cross Connection

18
Inspections Completed

Website Visitors

4,009

June 2025

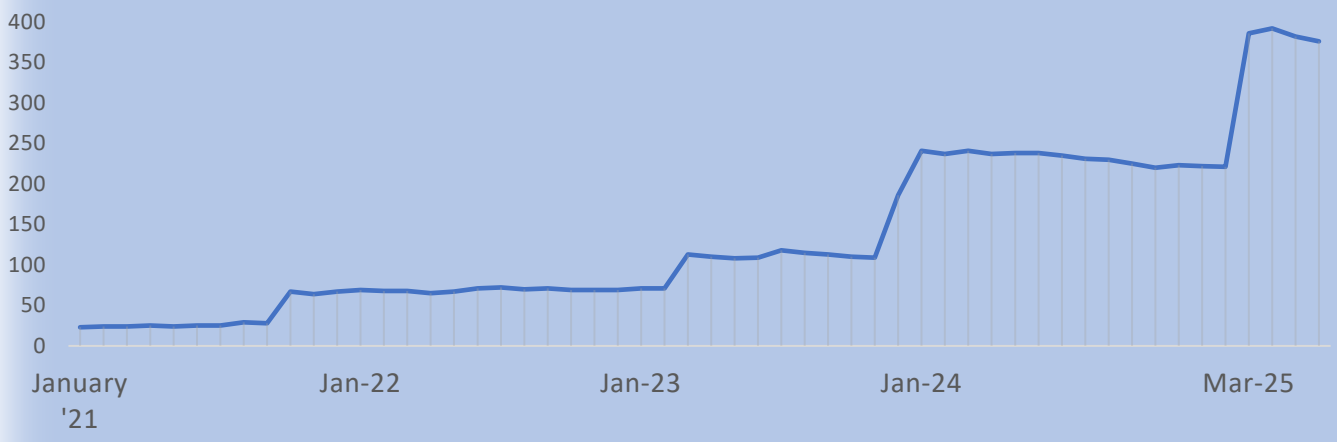
Customer Relations & Fiscal Summary

Leak Allowances Issued

3 Customer Requests **1348** CCF Allowed @ Reduced Rate

Lead Service Line Replacement Loans

376



Additional CR/F Activities

- Service Techs (STs) continue their work replacing meters due to age, and due to LSL replacements.
- Conducted small and large meter testing.
- USSs issued bills to District 1 and Monthly customers.
- Began recruiting for two ST positions due to upcoming retirements.
- Promoted ST to LST due to LST's upcoming retirement.

June 2025

FOX VALLEY SAFETY

Your Workplace Safety Solution
Development, Implementation, Maintenance

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Proposal for Services for Sheboygan Water Utility

24 Month Service Agreement

Written Programs	Year 1	Year 2
Bloodborne Pathogens	New	Update
Confined Spaces	New	Update
Emergency Action Plan & Fire Safety	New	Update
Forklift	New	Update
Hazard Communication	New	Update
Lockout/Tagout	New	Update
Trenching & Shoring	New	Update
Silica	New	Update

Audits & Inspections	Year 1	Year 2
Confined Space Audit hours (onsite/admin), up to 16 hours total	16	
Facility Audit hours, up to 16 hours total	8	8
Fall Protection & Confined Space Equipment Inspection, up to 8 hours total	4	4
Lockout/Tagout Procedure Development with pictures hours (onsite/admin), up to 16 hours to	16	
Lockout/Tagout Periodic Inspection hours, up to 4 hours total		4
Machine Guard Audit hours (onsite/admin), up to 4 hours total	4	
Management Onboarding Meeting	1	
SDS Update assistance hours (onsite/admin) 8 hours total	8	

Additional Services	Year 1	Year 2
Complimentary First Aid Van Service Consultation	1	1
Complimentary OSHA Log 300 Annual Review	1	1

Training Topics		Year 1 # Sessions	Year 2 # Sessions
Bloodborne Pathogens Category 3 (Awareness)		1	1
Bloodborne Pathogens Category 2 (Clean-up)		1	1
Cold Exposure Awareness		1	1
Confined Spaces Awareness		1	1
Confined Spaces Permit-Required & Non-Entry Rescue		1	1
Electrical Safe Work Practices Awareness		1	1
Emergency Action Plan with Drills		1	1
Emergency Action Plan: Job Site Emergencies		1	1
Fall Protection		1	1
Fire Safety & Fire Extinguishers		1	1
Hands-on Number of Employees	31		
First Aid/CPR/AED		1	
Forklift Refresher - Indoor		1	
Forklift Type 1 Hands-on Number of Employees	20		
Forklift - New Employees			1
Forklift Type 1 Hands-on Number of Employees	6		
Hand & Power Tool Safety		1	1
Hazard Communication		1	1
Hazard Communication: Spill Response & Containment		1	1
Heat Exposure Awareness		1	1
Lockout/Tagout: Affected Employees (Energy Control Program)		1	1
Lockout/Tagout: Authorized Employees (classroom & hands-on)		1	1
Machine Guarding		1	1
Personal Protective Equipment		1	1
Respiratory Safety (for employees using fitted masks)		1	1

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Number of Employees Respirator Fit Tested	10		
Silica Exposure		1	1
Trenching & Shoring Safety		1	1
Walking-Working Surfaces with Ladder Safety		1	1
Work Zone/Flagging Safety		1	1

FOX VALLEY SAFETY

Your Workplace Safety Solution
Development, Implementation, Maintenance

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Proposal for Services for Sheboygan Water Utility

24 Month Service Agreement

Number of Employees:			31
	Annual Cost per Employee	$	626.71
	Monthly Cost per Employee	$	26.11
	Hourly Cost per Employee	$	0.30
Travel Quantity			16
Year 1 Cost		$	26,652.00
Year 2 Cost		$	12,204.00
Service Agreement Total		$	38,856.00
	Monthly	$	1,619.00

Additional Details:

Additional Notes: ***Pricing is valid for 15 days from 6/27/2025***
Above costs include hourly rates and additional services fees.
Onsite hours are presumed to be between 8AM & 5PM, Monday though Friday, unless otherwise stated.

AECOM Project Number TBD
AECOM Project Name Sheboygan Pressure Zone Evaluation

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") effective this _____, 2025, is by and between Sheboygan Water Utility, a municipally owned utility in Sheboygan County Wisconsin, ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products ("Deliverables") in accordance with the schedule ("Project Schedule"), if applicable, as set forth in **EXHIBIT A**.

2. TERM OF AGREEMENT Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. COMPENSATION AND PAYMENT AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. NOTICE All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:
Sheboygan Water Utility
72 Park Ave
Sheboygan WI 53081
Attn: Joe Trueblood, Superintendent

TO AECOM:
200 Indiana Ave
Stevens Point WI 54481
Attn: Angel Gebeau, Project Manager

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to

AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

9. DATA RIGHTS

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services require the use of AECOM Intellectual Property, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property solely and to the extent necessary to achieve the purposes stated in **EXHIBIT A**.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the

performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in **EXHIBIT A**. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies, ("AECOM Indemnities") against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnities may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission by AECOM.

10. COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

11. FORCE MAJEURE Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

12. INSURANCE

12.1 AECOM will maintain the following insurance coverages and amounts:

12.1.1 Workers Compensation insurance as required by Law;

12.1.2 Employer's Liability insurance with coverage of $1,000,000 each accident/employee;

12.1.3 Commercial General Liability insurance with coverage of $2,000,000 per occurrence/aggregate;

12.1.4 Automobile Liability insurance with coverage of $1,000,000 combined single limit; and

12.1.5 Professional Liability insurance with coverage of $2,000,000 per claim/aggregate.

13. INDEMNITY

13.1 AECOM agrees to indemnify Client, its officers, directors and employees, from third party claims of loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.

13.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that the Client requires such Contractors to provide to the Client.

14. CONSEQUENTIAL DAMAGES WAIVER NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

15. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED $250,000 OR THE ACTUAL PAID COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

16. DISPUTES RESOLUTION

16.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the claim.

16.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

16.3 A Party's failure to abide by the foregoing dispute resolution procedures prior to that Party's filing of a lawsuit shall result in the dismissal of said lawsuit until the provisions of Articles 16.1 and 16.2 have been met.

17. GOVERNING LAW All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the Project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

18. TERMINATION

18.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

18.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

19. ASSIGNMENT

19.1 Neither Party may assign this Agreement without the written consent of the other Party, which unconcented-to assignment shall be void ab initio.

19.2 Notwithstanding Section 19.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

20. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

21. WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

22. SEVERABILITY AND SURVIVAL Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13 (Indemnity), 14 (Consequential Damages Waiver), 15 (Risk Allocation), 16 (Disputes Resolution), 17 (Governing Law), 19 (Assignment), 20 (Parties in Interest) and 22 (Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

23. PREPARATION OF AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

24. SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

25. ORDER OF PRECEDENCE

Executed Change Orders
Consulting Services Agreement Article 26
Consulting Services Agreement Articles 1 through 25 and 27
EXHIBIT B Compensation and Payment
EXHIBIT A Services
Other contract documents

26. SPECIAL TERMS AND CONDITIONS .

None

27. ENTIRE AGREEMENT This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

AECOM Technical Services, Inc.	**CLIENT: Sheboygan Water Utility**
Signature	Signature
Ross Hillsman, PE	
Printed Name	Printed Name
Associate Vice President, Civil Manager	
Printed Title	Printed Title
4/16/2025	
Date	Date
Address	Address

(End of page)

Attachment A: Scope of Services

1 General

The project is to update the water system model in the Southwest Boosted Pressure Zone to evaluate available capacity. A planning study for the Southwest Boosted Pressure Zone was completed in 2016 when the Utility was planning for a new tower and evaluation potential sites. The model updates include adding the upgrades at the Georgia Avenue Pump Station (GAPs) and the new Horizon Drive Tower (2019). A long-term water demand forecasting study was completed in 2020 in conjunction with the lake intake project and may be used to project demand increases for the model review.

Since the improvements to the Southwest Boosted Pressure Zone, the Utility has been approached by possible large users in the Southwest Boosted Pressure Zone in the Southpointe Enterprise Campus. Therefore, the Utility would like to update the hydraulic model in the zone and evaluate improvements for potential future demands in the Southwest Boosted Pressure Zone.

2 Scope

Services to be provided for the project area as follows:

2.1 Task 1 – Hydraulic Modeling

For this task, AECOM will provide the following services:

1. Conduct a project kick-off meeting (virtual) to coordinate data needs and discuss project schedule.
2. Update the hydraulic model mapping, including diameter, material, ground elevation, and installation date data, for the Southwest Boosted Pressure Zone based on reviews of current Utility mapping and any recent as-built drawings.
3. Update the hydraulic model to include the upgrades at Georgia Avenue Pump Station and the new Horizon Drive Tower along with any operational changes.
4. Update the average water demands in the hydraulic model for the Southwest Boosted Pressure Zone.
5. Evaluate the results from 8 to 10 flow and pressure tests that will be completed by Utility staff with the guidance of AECOM staff on locations and protocols. Use the data to verify that the Southwest Boosted Pressure Zone portion of the existing hydraulic model represents conditions measure in the field and to make modeling adjustments where necessary.
6. Provide a summary table with the model adjustment results to the Utility and facilitate a call to discuss the results.
7. Use the fire flow requirements from the previous modeling work and obtain any updates on the requirements from Utility staff.

Deliverables:

- Flow and Pressure Test Plan (Map)
- Model Calibration Summary Table
- Report Chapters

2.2 Task 2 – System Evaluation

The purpose of this task is to use the updated hydraulic model from Task 1 to evaluate the Southwest Boosted Pressure Zone to identify current and future system deficiencies and evaluate improvements.

For this task, AECOM will provide the following services:

8. Perform modeling evaluations of the Southwest Boosted Pressure Zone under existing demand conditions and with an additional 2 million gallons per day (MGD), 4 MGD and 6 MGD. Note, no detailed future demand projections will be performed.
1. Evaluate the ability of the water system to provide adequate system pressure and fire flow under the various demand conditions.
2. Provide high level water system improvements recommendations to meet the additional water demands, as needed.
3. Prepare order-of-magnitude, planning level estimates for recommended improvements.
4. Conduct a face-to-face workshop with Utility staff to present the proposed water system improvements for the various additional demand scenarios and solicit their feedback on the recommended improvements.
5. Prepare a draft chapter summarizing the recommended water system improvements.

Deliverables:

- Draft and final report chapters.
- Workshop Material

2.3 Task 3 – Project Report

This task addresses the final Water Master Plan report of the study.

For this task, AECOM will provide the following services:

1. Prepare a complete draft report for review.
2. Address any comments from Utility staff and finalize the report.
3. Submit a final report.

Deliverables:

- Draft and final report

3 Assumptions:

4. No updates will be made to the hydraulic model outside the Southwest Boosted Zone.
5. There are no restrictions in water supply from the Main Zone.
1. All water system valves are open unless indicated otherwise by Utility staff.
2. AECOM will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by the Sheboygan Water Utility without independent verification. AECOM is not responsible for defects in its services attributable to its reliance upon or use of such information and data.
3. AECOM's proposed cost estimate assumes each draft deliverable will be subject to a single review by the Utility and a single round of revisions by AECOM.
4. Sheboygan Water Utility staff will perform all field tests including installing and removing continuous pressure monitors.

5. AECOM will provide additional field equipment to support testing. Rental rates for equipment assumes 14 calendar days for the equipment use.
6. It is assumed that either the SCADA data or direct communication with Utility operators during the field tests will provide the necessary information on the boundary conditions. It is also assumed that the Utility will coordinate all necessary permits and public information notification that may be needed for flowing large volumes of water from fire hydrants.
7. If model calibration cannot be achieved, AECOM will provide recommendations for further investigation. Cost for additional investigation is not included.
8. The evaluation of improvements will be limited to the Southwest Booster Pressure Zone, additional evaluations may be necessary to evaluate the ability to supply water to the zone.

4 Schedule

The draft report will be delivered approximately 6 months after the notice to proceed. The final report will be delivered within 3 weeks of receiving comments.

5 Client Responsibilities

The Client shall do the following:

5.1 Information/Reports

Furnish AECOM the following information, reports, and drawings, all of which AECOM can rely upon without independent verification in performing the Services:

a. The most current pipe mapping for the Southwest Boosted Pressure Zone.

b. Conduct flow and pressure tests and provide results.

c. A map identifying all closed or partially closed valves in the Southwest Boosted Pressure Zone.

d. Planning information regarding current and future land use in the Southwest Boosted Zone, if available.

e. Information regarding historical daily water usage in the Southwest Boosted Zone.

f. Water sales information for large individual consumers in the Southwest Boosted Zone including Nemak.

5.2 Representative

Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define client's policies and make decisions with respect to the SERVICES.

5.3 Decisions

Provide criteria and information as to client requirements for the project, attend project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on project alternatives, and generally participate in the project to the extent necessary to allow AECOM to perform services.

6 Budget

The work will be performed on time and material basis with the fee to be as noted in Table 1. AECOM will provide monthly project and budget status updates.

Task	Name	Total
PM	Project Management and Kickoff Meeting	$5,600
1	Hydraulic Modeling	$21,300
2	System Evaluation	$20,400
3	Project Report	$10,700
	Total	**$58,000**

EXHIBIT B

COMPENSATION AND PAYMENT

1 COMPENSATION The Services set forth in **EXHIBIT A** will be compensated on the following basis:

[ ] Advance retainer of [$] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

[ ] Time & Material **-** See Section 2.1 for Hourly Labor Rates

[X] Time and Materials with a Not-to-Exceed ("NTE") amount of ($ **58,000**). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

[ ] Lump Sum [$]:

Milestone/Deliverable & Date	Payment Amount
	$ *Numerical Amount*

[ ] Cost Plus Fixed Fee: [Cost $ and Fee $]

[ ] Other: .

2. RATE SCHEDULE Compensation shall be based on the following Hourly Labor Rate Schedule:

2.1 **HOURLY LABOR RATE SCHEDULE**

2.2 **OTHER HOURLY LABOR RATE CATAGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

2.3 **ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. REIMBURSEABLE EXPENSES Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

4. CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. INVOICING AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

6 PAYMENT

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at cashappsremittance@aecom.com

(End of page)

Client's Nar
Date

AECOM Imagine it. Delivered.

AECOM Project Name: _____
AECOM Project No.: _____
Change Order No.: _____

EXHIBIT C

SAMPLE CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated ____ 20___ between AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of _____, 20_____ modifies that Agreement as follows:

1. **Changes to the Services**:

2. **Change to Deliverables**:

3. **Change in Project Schedule** (attach schedule if appropriate):

4. **Change in CONSULTANT's Compensation**:

The Services set forth in this Change Order will be compensated on the following basis:

[ ] No change to Compensation

[ ] Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)

[ ] Time and Materials with a Not- to-Exceed amount of ($). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

[ ] Lump Sum [$]

Milestone/Deliverable & Date	Payment Amount
	$

[ ] **Cost Plus Fixed Fee:** [Cost $ and Fee $]

Therefore, the total authorized Compensation, inclusive of this Change Order is $.

5. **Project Impact**:

6. **Other Changes** (including terms and conditions):

SAMPLE

AECOM Imagine it. Delivered.

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.	**CLIENT:**
Signature	Signature
Printed Name	Printed Name
Printed Title	Printed Title
Date	Date
Address	Address

[End of Agreement]

SAMPLE

City of Sheboygan Water Utility
spirit on the lake

Website Maintenance and ADA Compliance

July 2026
To: Board of Water Commissioners
From: Tamara Scheuren, CRF Supervisor

The Utility pursued options for general website services including brining the Utility's website into ADA Compliance as required under the Americans with Disabilities Act (ADA).

The Utility evaluated services from two providers: **CivicPlus** and **FifthColor**.

- **CivicPlus** offers preformatted, template based, municipal website solutions, and a suite of digital tools tailored to government agencies.
- **FifthColor**, a Sheboygan-based full-service marketing, communications, and advertising firm, provides custom web development, design, and strategic digital and print services.

Following review, FifthColor is recommended for both general website services and ADA compliance work. The decision is based on usability, flexibility, cost, a proven track record, and the strength of their local presence and availability. The Utility currently utilizes FifthColor for the annual Consumer Confidence Report design and production. Additionally, FifthColor has previously worked with the Sheboygan Area School District and the City of Sheboygan Department of Public Works, demonstrating their experience with public sector clients. They also serve customers such as Mercury Racing, Kohler, USGA, and Old Wisconsin. FifthColor can also be a Utility partner for future print related communications.

The scope of services through FifthColor includes transitioning current website hosting to a robust, third-party hosting provider selected by FifthColor, offering enhanced security and reliability.

In addition, the FithColor proposal includes an annual maintenance package designed to support long-term website performance and accessibility. This proposal covers:

- Ongoing Accessibility Updates
- Website Performance Monitoring
- Six-Month and One-Year Audits
- Regular Reporting on Site Health
- Monthly website updates and client request changes

The proposal for ADA Compliance is $6,732-$8,976. The proposal for ongoing maintenance is $14,960-$17,578 based on the needs of the Utility.

FIFTHCOLOR

PROPOSAL OF SERVICES

Sheboygan
Water Utility

a full-service

INDEPENDENT

omni-channel marketing agency

this is

FIFTHCOLOR

FifthColor is a full-service, independent, omni-channel agency with all the experts under one roof. We're built to make brands unforgettable. Through emotive marketing, evocative creative, immersive events, and precision print, we create work that doesn't just get seen; it gets felt. Because in a world full of noise, only the extraordinary FifthColor gets remembered.

We are a Data-Driven, Full-Service, Omni-Channel Marketing Agency with Certified Experts Serving Brands Across Multiple Industries.

01 **Data-Driven**

Combining expertise across various marketing facets while leveraging data to inform strategies and decisions.

02 **Full-Service**

Offering a comprehensive range of services, from digital to in-person experiences that merge creative ingenuity with empirical evidence.

03 **Omni-Channel Marketing**

Creating immersive and memorable brand experiences that deeply engage consumers throughout various touch-points like live events, interactive installations, and engaging digital experiences that leave a lasting impression.

04 **Certified Experts**

FifthColor's team comprises certified experts, bringing a wealth of knowledge and skills to ensure top-notch service and solutions.

05 **Serving Brands**

It's our job to discover what our clients need, not just what we like.

We deliver solutions in Strategy, Development, Marketing, Creative, Print, and Event Solutions for unique brands across the world in sports, food & beverage, and more.

EXECUTIVE SUMMARY

Sheboygan Water Utility plays a vital role in providing safe, clean, and reliable water services to its community. To support this mission digitally, we propose an immediate update to meet ADA website accessibility standards and establish a dependable monthly website maintenance plan. These foundational improvements will ensure compliance, enhance user experience, and reduce risk.

In addition, we've included estimates for a future website redesign. These enhancements, while optional, would elevate the Utility's digital presence and help reinforce public trust in its services.

proposed SERVICES

Website Accessibility Update

Objective: Bring Sheboygan Water Utility's website into compliance with WCAG 2.1 AA standards to ensure accessibility for all users.

What's Included:

- Server transfer
- DNS updates
- Accessibility updates (Alt tags, list items html, aria, discernible links & buttons for 105 pages)
- Push employee portal

One- Time Investment: $6,732 - $8,976

Benefits:

- Mitigates legal and reputational risk
- Expands access to critical community information
- Demonstrates commitment to inclusivity and transparency

Ongoing Website Maintenance

Objective: Provide continuous upkeep and proactive monitoring to ensure site security, functionality, and performance.

What's Included Monthly:

- Accessibility updates throughout the year
- Performance monitoring and uptime checks
- 6 month and 1 year UI/UX audit
- Monthly review/reporting on site health

Investment: $14,960 - $17,578

Benefits:

- Prevents costly downtime or technical issues
- Ensures consistency and ease of communication
- Keeps your site optimized and compliant with evolving standards

DEVELOPMENT

Digital transformations to bring your brand to life.

Our team of Front End, Back End, and Full Stack Developers have built over 200 custom solutions from websites & apps to ordering portals & SaaS applications

- UI/UX Design
- Development
- Website Maintenance
- Custom Software Development

Advantages

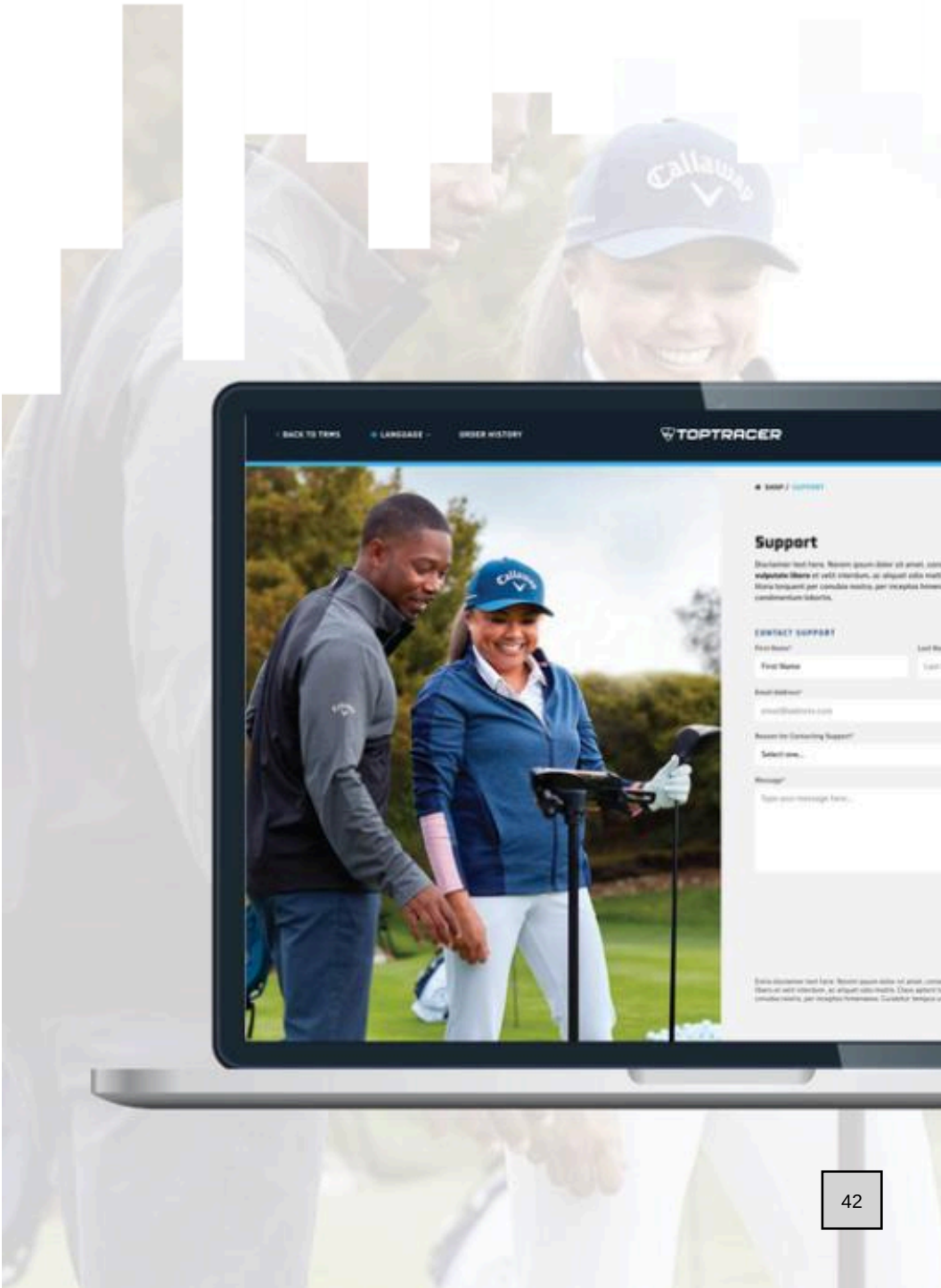
- Your project is managed by our in-house team; never outsourced overseas
- Tenured Development and UI/UX Directors working together

Benefits

- Same reliable, trusted points of contact from start to finish
- A team trusted by global brands

INTERACTION DESIGN FOUNDATION

CODING



DEVELOPMENT

CITY OF SHEBOYGAN
PUBLIC WORKS

Community Change, Strategically Delivered

In early 2019, the City approached us to help roll out a cart-based recycling program to over 50,000 residents in under nine months. We started with an immersive brand strategy for the Department of Public Works, followed by a custom website design and a targeted marketing plan.

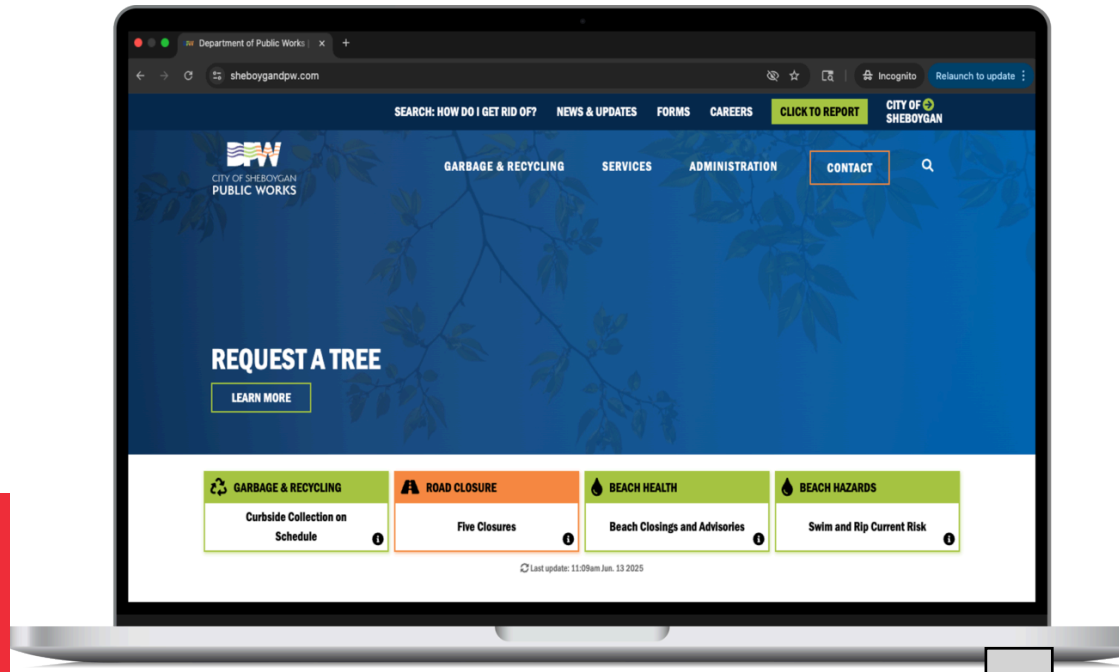
BENEFITS OF THE NEW SITE

- **Real-time updates** for road closures, garbage pickup, and beach health managed by DPW
- **Dynamic navigation** that adapts to user behavior for a more intuitive experience
- A **custom search tool** allowing residents to check what materials are recyclable

We also partnered with The Recycling Partnership to develop a full communication package—direct mailers, videos, blog posts, and social media ads—to ensure residents understood and adopted the new program.

Results:

In 2020, the City of Sheboygan DPW's Facebook saw 2,040 new followers and over 15.4K minutes of viewed video content. Our paid advertising served over 549,123 impressions on Facebook and Instagram.



EXPERIENCE THE SHEBOYGAN DEPARTMENT OF PUBLIC WORKS SITE >>

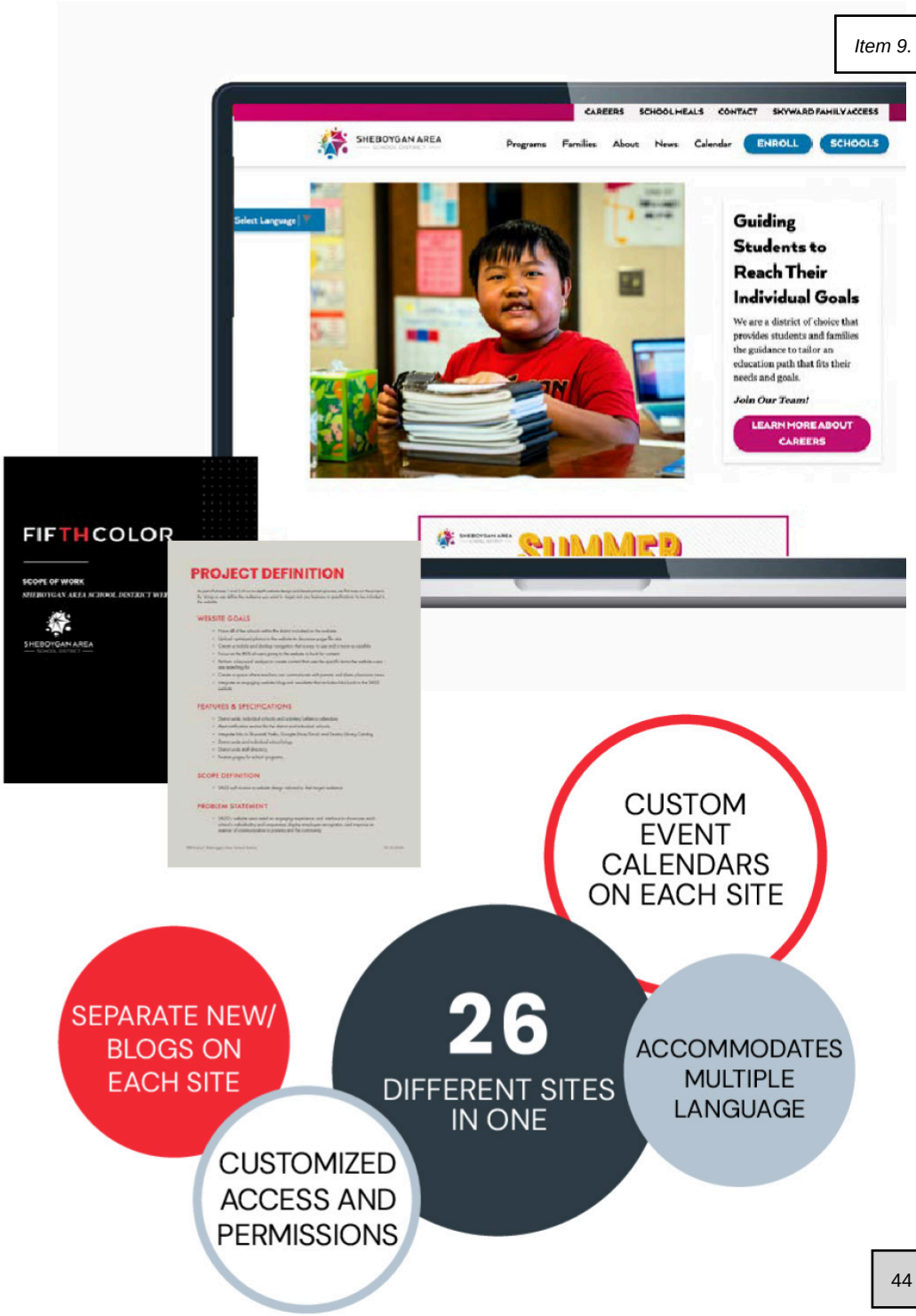
DEVELOPMENT

SHEBOYGAN AREA
SCHOOL DISTRICT

Smart, Seamless School Web Design

Sheboygan Area School District wanted to reimagine their website as a modern, user-centric platform that reflects the district's commitment to excellence in education. The new site simplifies navigation for families, staff, and the community, while showcasing the district's culture, programs, and schools through compelling visuals and intuitive design.

- **Streamlined User Experience:** Easy access to essential information for parents, students, and staff with clear navigation and mobile optimization.
- **Custom-Built CMS:** Empowering school staff to manage content updates quickly and independently.
- **Unified Brand Identity:** Consistent design and messaging across all school pages to strengthen the district's brand presence.
- **ADA Compliance:** Designed with accessibility standards in mind to ensure an inclusive experience for all users.
- **Community Engagement:** Integrated tools for news, events, and alerts keep families informed and connected.

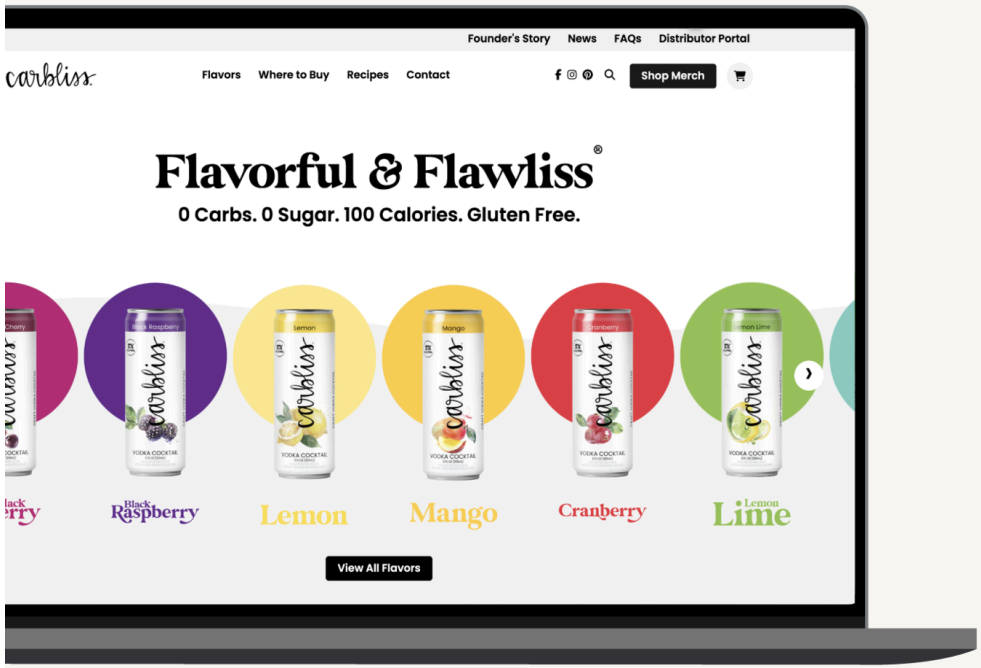


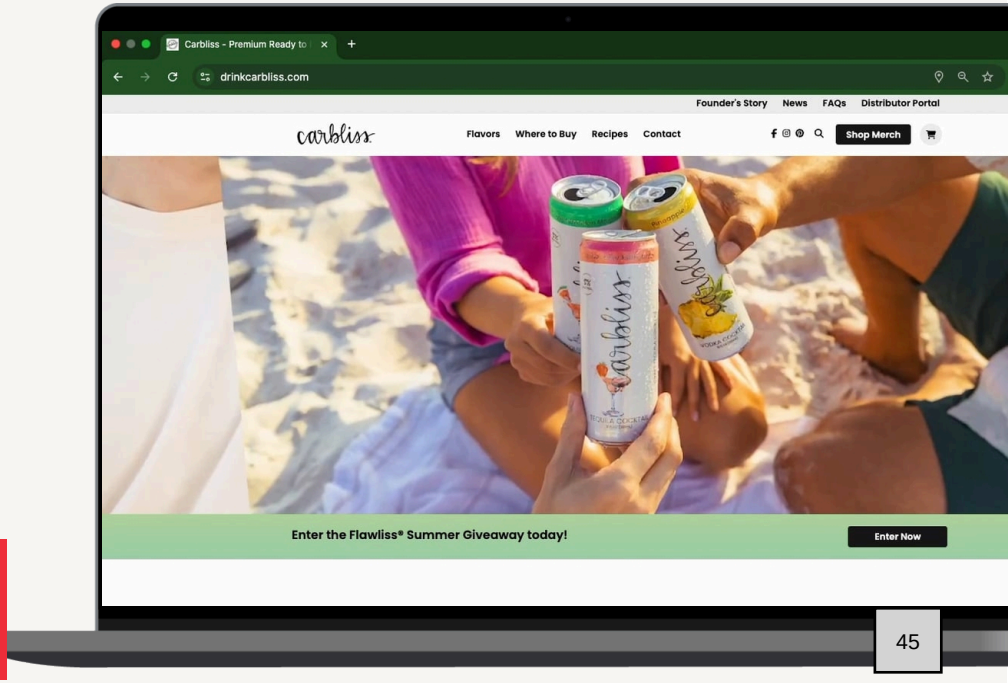
DEVELOPMENT

carbliss

Pouring Innovation into Every Click

Carbliss partnered with FifthColor to launch a bold, interactive website designed to fuel national growth and elevate the user experience. The site features a 3D spinning can animation, animated pouring effects, refreshed content and imagery, and more—all built to drive discovery and engagement.





BENEFITS OF THE NEW SITE

- Engaging, interactive homepage that draws users in and encourages product discovery
- Enhanced product storytelling with **3D visuals** and **animated pour effects**
- Streamlined user experience with **recipe filters** and "Where to Buy" access on every product page
- **Integrated e-commerce** to support merch sales and boost conversion
- **Refreshed site content and imagery** to align with evolving brand campaigns and consumer expectations

EXPLORE THE CARBLISS SITE >>

pre-crafted website PROCESS

A pre-crafted site provides Sheboygan Water Utility with a hassle-free, hands-off process and expedited timeline.

OUR PROCESS

Outline Project

Client supplies text and imagery content.[1] Establish the goals of the project and determine page flow. Review of current website/content.

Build the Interface

Using our team of UI/UX experts, we will create a site design that matches your brand.[2]

Populate with Content

Our team will work with you to place in supplied content, such as text, photos, and videos.

Launch

FifthColor takes the website live! We train clients to make their own website edits and guide the hosting process.

Deliverables

Scope of Work

Documentation of project goals, estimated timeline, and page content. *Client approval needed.*

Design Proof

Review of page layout with content populated. *Client approval needed.*

Live Website

We will pass over site access to the client. Client is now responsible for website edits and updates.

[1] Client must supply text and photo content prior to FifthColor starting the website project.

Copywriting, photography, video, and SEO quoted separately.

[2] Any custom functionality quoted separately.

proposed SERVICES

WEBSITE ACCESSIBILITY UPDATE

Project Includes:

- Server transfer
- DNS updates
- Accessibility updates (Alt tags, list items html, aria, discernible links & buttons for 105 pages)
- Push employee portal
- Communication between client and previous agency
- Project planning

All custom functionality not noted above is quoted separately.

ONE-TIME INVESTMENT ***$6,732 - $8,976***

Pricing good for 30 days from proposal delivery.

proposed SERVICES

WEBSITE MAINTENANCE

Project Includes:

- Accessibility updates throughout the year
- Performance monitoring and uptime checks
- 6 month and 1 year UI/UX audit
- Monthly review/reporting on site health
- Communication and administration

All custom functionality not noted above is quoted separately.

PROJECT TOTAL ***$14,960 - $17,578***

Pricing good for 30 days from proposal delivery.

ADDITIONAL SERVICES

Beyond accessibility and maintenance, FifthColor offers a full suite of digital and creative services to support long-term growth and community engagement. From advanced analytics and SEO to video production, social media strategy, and large-format print materials, we're here to help you connect with residents and communicate with clarity—online and off.

Let us know if you'd like to explore how these services can support future initiatives.

DSDF

STRATEGY & FOUNDATION

Powerful strategies crafted from data.

FifthColor delivers data-centered strategic road maps to engage and activate your existing and potential customers, including:

- Brand Strategy
- Brand Identity Analysis
- Naming Strategy
- Brand Vitality Index (BVI) Analysis
- Strategy Consulting

Benefit for your brand

Our immersive strategy solutions deliver extensive findings to help differentiate your brand from competitors, connect with consumers, and align your team toward a common goal. Our experts stay at the forefront of the industry through consistent continued education.

ONE OF THE ONLY AGENCIES TO OFFER PROPRIETARY BVI INSIGHTS

CREATIVE

Your agile, versatile, and reliable creative partner.

Our creative problem-solvers will understand your brand inside and out to deliver eye-catching creative designs that tell your brand's story and engage your customers.

- Creative Design
- 3D Modeling
- Industrial Design & Engineering
- Photography
- Videography
- Animation
- Packaging Design

Advantages

- Comprehensive creative expertise
- Holistic brand understanding
- Agile visual storytelling

Benefits

- Streamlined execution and consistency
- Aligned brand visibility and engagement
- Quick, ready for market assets

CERTIFIED DRONE PILOT

NYFA NEW YORK FILM ACADEMY

MARKETING

Engage and activate your most desirable customers.

Investing 3-7% of annual revenue in marketing strengthens brand visibility and fuels business growth, driving customer engagement and long-term success.

Built from sound strategies, we combine our data-driven marketing and award-winning creative to increase brand relevance, esteem, differentiation, and awareness.

- Digital Advertising
- Social Media Advertising
- Search Engine Optimization
- Content Marketing
- Traditional Advertising
- Campaign Management

Advantages

- Experts with experience across a variety of industries
- Continuing education through Kellogg School of Management

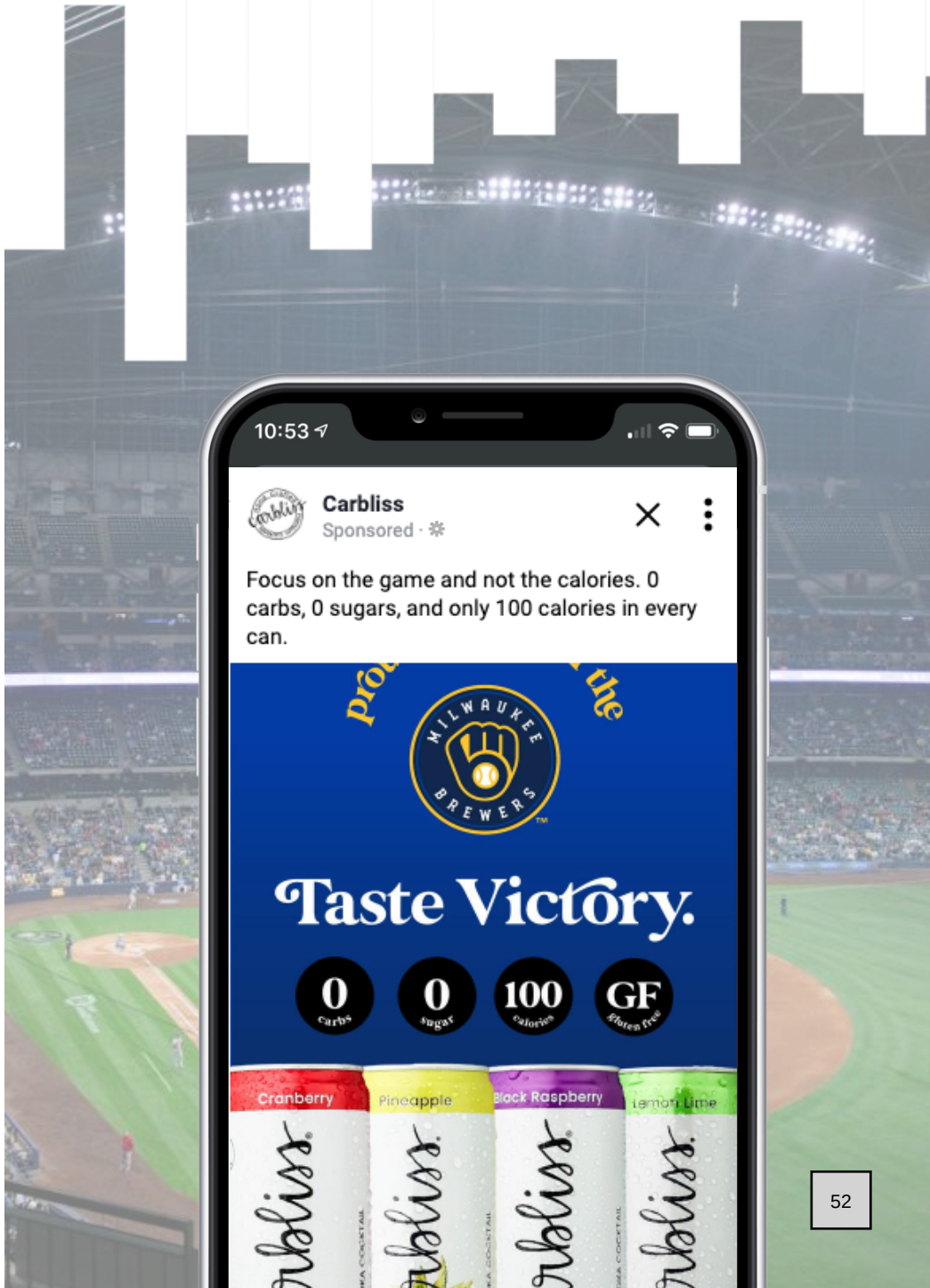
Benefits

- A team that starts with data; saving valuable time
- A qualified and knowledgeable extension of your team

Google Partner

CONTENT MARKETING INSTITUTE

Hootsuite



THANK YOU

FIFTHCOLOR

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CIVICPLUS
Municipal Websites
CENTRAL

Web Central Starter: Summary

Proposal valid for 60 days from date of receipt - OSM

Company Overview

CivicPlus started back in June of 1998 with a simple yet powerful vision: to create a website solution that allowed municipal staff to maintain their websites daily without needing a technical webmaster. As technology advanced, we saw our customers' need to bring more services online. We expanded our vision to make local government work better as a whole.

Today, CivicPlus provides public sector technology that automates processes, digitizes services, and enhances civic experiences. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a frictionless experience for residents and staff. Our portfolio includes solutions for:

- Process Automation and Digital Services
- Planning, Permitting, Licensing, and Code Enforcement
- Fire and Life Safety Inspections
- Asset Management
- Utility Billing
- Social Media Archiving
- FOIA Management
- Municipal Websites
- Web Accessibility
- Agenda and Meeting Management
- Codification
- Emergency and Mass Notifications
- Parks and Recreation Management
- 311 and Citizen Relationship Management

EXPERIENCE & RECOGNITION

25+ Years

10,000+ Customers

950+ Employees

CivicPlus has over 25 years of experience working with municipal organizations across the US and Canada. Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 10,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for you.

CONTACT INFORMATION

Primary Office

302 S. 4th Street, Suite 500, Manhattan, KS 66502

Phone: 888.228.2233 | Fax: 785.587.8951

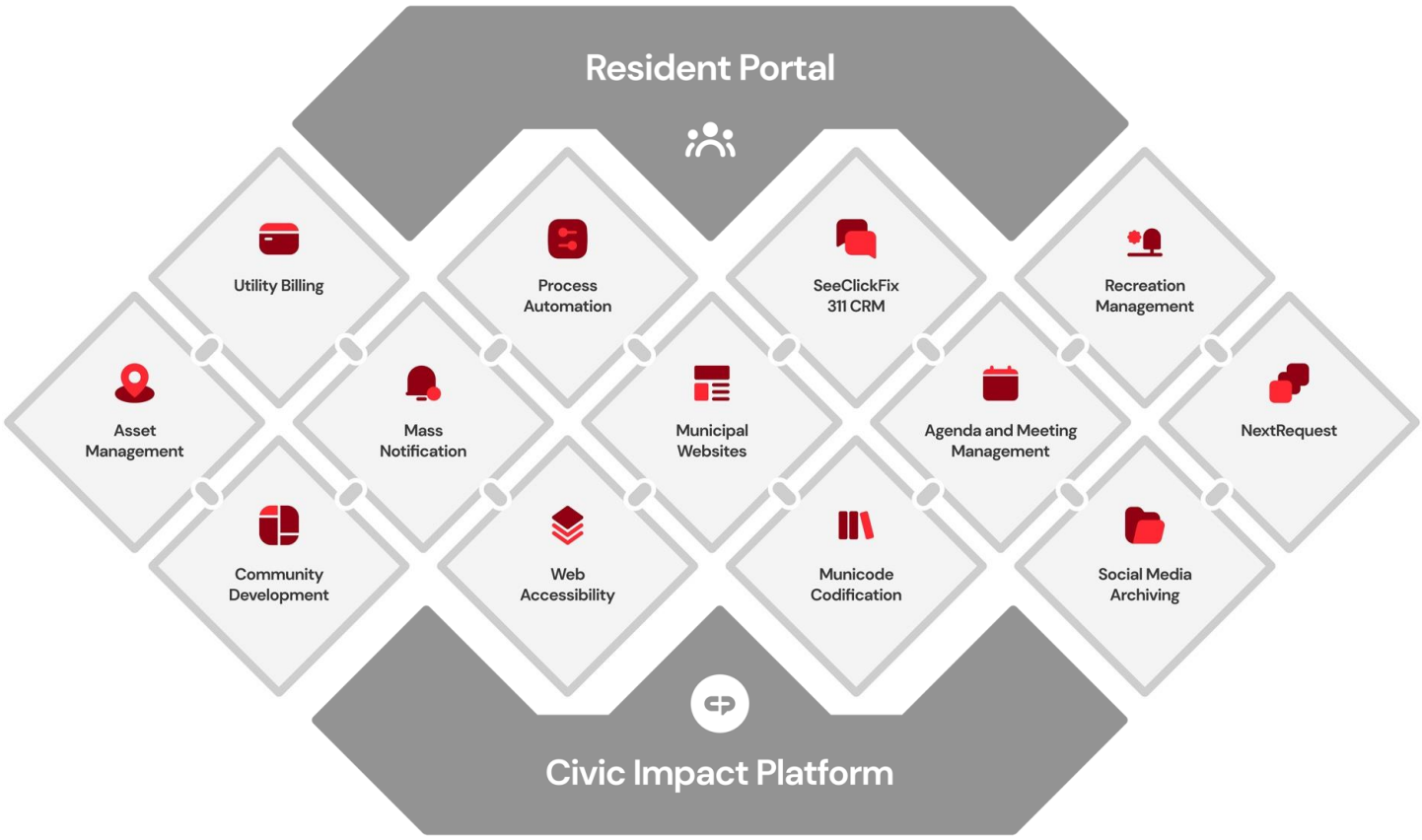
Civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



CIVICPLUS

Pricing is valid for 90 days

Website	Standard	Premium	Ultimate
One-Time Standard Implementation	$3,807	$8,195	$9,986
Annual Subscription Fees	$4,828		

Bundling Discounts Available

Base Inclusions			Price
Agenda Center Calendar Alert Center Document Center Notify Me Form Center	Graphic Links Quick Links Info Advanced News Flash Staff Directory FAQs	Cloudflare Tier 1 Security for PCI Compliance and Visitor Surges. DNS | Domain Management SSL Management Hosting and Security	Included

Website Optional Add-On	Price
Live Training Per Module	$375 one-time
Meetings and Agenda Migration per 100 Meetings	$850 one-time
Standard Department Header Page	$2,933 one-time | $813 annual fee
Premium Department Header Page	$4,515 one-time | $938 annual fee
Accessibility with AudioEye	$2,500 annual fee
CommonLook – PDF Remediation – One License	$1,443 annual fee
Facilities Module	$350 annual fee
Resource - Business Directory Module	$350 annual fee
Activities Module	$350 annual fee
Bids Posting Module	$350 annual fee
Jobs Module	$350 annual fee
Opinion Polls Module	$350 annual fee
Real Estate Locator Module	$350 annual fee
CivicSend – E News Letter Builder Added to Notify Me	$750 one-time | $2,374 annual fee
CivicPlus Pay	$1,785 annual fee
Additional Block of 500 Notify Me SMS Subscribers (Comes with a block of 500)	$945 annual fee
Chatbot	$2,750 annual fee

Other Popular Integrated Solutions	Price
Mass Notification	Ask Me – Scoping Necessary
Meetings and Agenda Management	Ask Me – Scoping Necessary
Social Media Archiving	Ask Me – Scoping Necessary
Next Request (Public Records Request)	Ask Me – Scoping Necessary
Municode Codification (Code of Ordinance)	Ask Me – Scoping Necessary
SeeClickFix 311 CRM	Ask Me – Scoping Necessary
Web Accessibility	Ask Me – Scoping Necessary
Community Development (Permitting, Licensing, Code Enforcement)	Ask Me – Scoping Necessary
Asset Management	Ask Me – Scoping Necessary
Process Automation (Advanced fillable forms with automated workflow)	Ask Me – Scoping Necessary
Recreation Management	Ask Me – Scoping Necessary

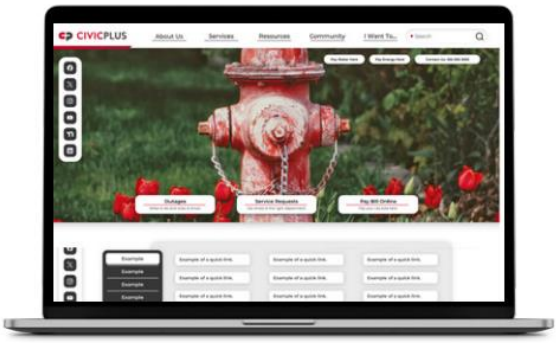
Standard Package Designs

You will choose one of our fixed layout options as the base of your website. You will then be given the opportunity to submit personalized information, like imagery, branding, graphic button preferences, and more to be taken into design consideration. This finalized design will not only represent your unique community, but—combined with the functionality of the Web Central Starter CMS – will help you provide an attractive and convenient online resource for your community.

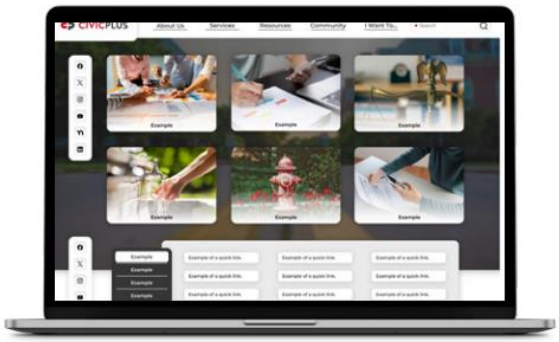
DESIGN EXAMPLES

The included design portfolio will provide you with an idea of the different directions we can take your creative design with the standard implementation package.

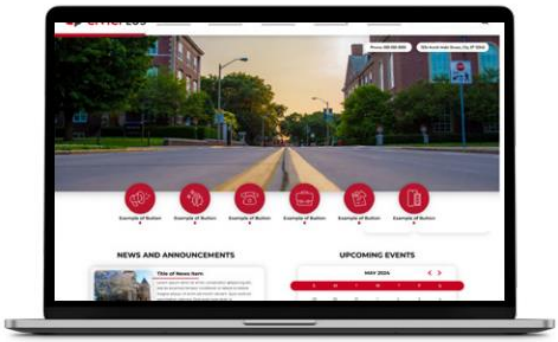
Template 1



Template 2



Template 3



Template 4

Template 5

Premium Package Designs

You will meet with your art director to discuss your website vision based on the goals and needs of your users. This process involves conversing with your art director on the order, placement, and format of your homepage content and design elements, aimed at achieving your usability goals. Your preferences will be solidified into a homepage layout wireframe, which will provide the structural blueprint for the visual design application.

We will then collaborate with you to customize your design to represent your community using your logo, chosen colors, and imagery. We will focus on including the functionality to meet your website needs, including an option for up to one Advanced Design Component, if desired. Advanced Design components provide next-level user engagement by leveraging the latest design enhancements in the Web Central Starter product. Your art director will help you choose the component that works best for your website and desired site maintenance level.

DESIGN EXAMPLES

The included design portfolio will provide you with an idea of the different directions we can take your creative design with the standard implementation package.

New Hope Borough, PA

Dublin, CA

Botetourt County, VA

Orange, TX

Ultimate Package Designs

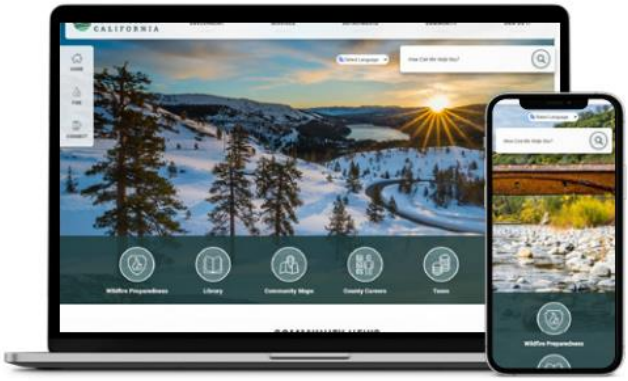
You'll meet with your art director to discuss your website vision and build your custom layout. We will then collaborate with you to create a custom design that represents your community. We will focus on including the functionality to meet your website needs, including an option for up to two Advanced Design Components, if desired. Advanced Design Components provide next-level user engagement by leveraging the latest design enhancements in the Web Central Starter product. Your art director will help you choose the components that work best for your website goals and desired site maintenance level.

MOOD BOARD & L AYOUT PROPOSAL

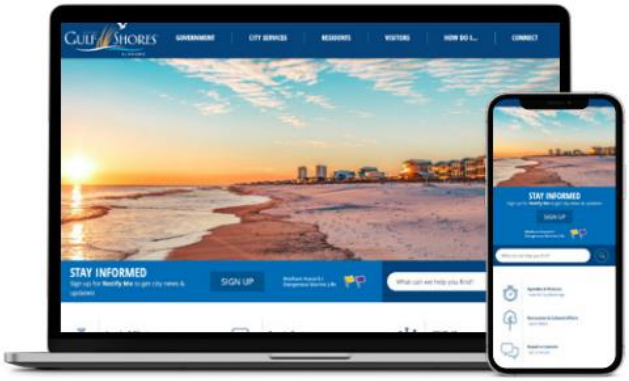
Your project team will present a custom mood board reflecting the colors and/or imagery that will set the tone for your design. A mood board is a collection of colors and/or images used to align the visual direction of the project.

This process involves conversing with your art director on the order, placement, and format of your homepage content and design elements, aimed at achieving your usability goals. Your preferences will be solidified into a homepage layout wireframe, which will provide the structural blueprint for the visual design application. Aligning project goals and design through the layout proposal ensures a timely and efficient implementation of your Web Central Starter website. Once approved, the mood board and layout proposal will be used to guide the design concept for your website.

The included design portfolio will provide you with an idea of the different directions we can take your creative design with the standard implementation package.



Nevada County, CA



Gulf Shores, AL

Riverside, IL

Framingham, MA

Standard Package Timeline | 8-10 Weeks

PHASE 1: INITIATE & ANALYZE	**2 Weeks**	• Project Kickoff Meeting • Planning & Scheduling • Customer Deliverable Submission
PHASE 2: CONTENT IMPLEMENTATION & DESIGN CREATION	**5 Weeks**	• Site Map Creation • Content Implementation • Design Creation • Google Analytics Account Creation • Quality Control.
PHASE 3: EDUCATE	**1 Week**	• Group Training
PHASE 4: LAUNCH	**1 Week**	• Project Scope Completion • Website Launch

Premium & Ultimate Packages Timeline | 10-12 Weeks

PHASE 1: INITIATE & ANALYZE	**3 Weeks**	• Project Kickoff Meeting • Planning & Scheduling • Customer Deliverable Submission • Design Discovery Meeting
PHASE 2: CONTENT IMPLEMENTATION & DESIGN CREATION	**5 Weeks**	• Site Map Creation • Content Implementation • Design Creation • Google Analytics Account Creation • Quality Control.
PHASE 3: EDUCATE	**1 Weeks**	• Training Engagement
PHASE 4: LAUNCH	**2 Weeks**	• Project Scope Completion • Website Launch

Approaching Your Project Implementation

Communication between you and your CivicPlus team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed. Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan.

- Centralized project communication and task management tools are located in a cloud-based project workspace
- Tasks, deliverables, and milestones are aligned to your specific scope of work

The tools available through Cloud Coach combined with regular communication with your project manager provide you ample opportunities to quickly and efficiently review your project, check deliverables, and communicate feedback.

<table>
<tr><th>Standard</th><th>Premium</th></tr>
<tr><td><h2>PHASE 1: INITIATE & ANALYZE</h2>
Project Kickoff Email – Your project manager will kick off your project via email, introducing your CivicPlus team, detailing deliverables needed, providing a high-level overview of the development process, and introducing tools and resources used to manage your project.

Planning & Scheduling – Your project manager will create a comprehensive project timeline based on the project scope and your specific needs.

Customer Deliverable Submission – You will be responsible for submitting deliverables as outlined.</td><td><h2>PHASE 1: INITIATE & ANALYZE</h2>
Project Kickoff Email – Your project manager will kick off your project via email, introducing your CivicPlus team, detailing deliverables needed, providing a high-level overview of the development process, and introducing tools and resources used to manage your project.

Planning & Scheduling – Your project manager will create a comprehensive project timeline based on the project scope and your specific needs.

Customer Deliverable Submission – You will be responsible for submitting deliverables as outlined.

Design Discovery Meeting – Your project manager and art director will meet with you to discuss design preferences and establish design structure from flexible layout options.</td></tr>
<tr><td colspan="2"><h2>PHASE 2: CONTENT IMPLEMENTATION & DESIGN CREATION</h2>
Site Map Creation – Our content development team will generate a site map of your existing website in preparation for the content implementation.

Content Implementation – Our Content Development team will migrate up to 150 pages of content (including their text, documents, and images) from your current website to your new, Central Starter website. Additional pages of content can be added for an additional fee. Content will be enhanced for accessibility, and we will organize your website pages to make them easy to navigate. They will also migrate the current year and the previous two years of simple meeting agendas and minutes to the Agenda Center module. Additional years can be added for an additional fee.</td></tr>
</table>

Design Creation – You'll have the chance to review the responsive design prototype and provide feedback and/or approval.

Google Analytics Account Creation – Your website will be set up with a Google Analytics account.

Quality Control – Our Content Development team will complete a quality control check to ensure proper content migration.

PHASE 3: EDUCATE

Group Training – Throughout the development and after launch, you and your team can access on-demand training, resources, and educational opportunities. Our initial training is offered online to administrators and content contributors. Individuals can attend group training sessions in the weeks prior to going live.

PHASE 3: EDUCATE

Training Engagement – Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your trainer will deliver training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will use your production website so that users are familiar with your specific configuration, and you can obtain hands-on experience.

PHASE 4: LAUNCH

Project Scope Completion – Your Central Starter project team confirms all the details that are necessary to take your website live and explain what you can expect on launch day.

Website Launch – After final confirmation, your website will be made live and available to the public.

Your Role During Implementation

- To help create the strongest possible website, we will need you to:
- Choose your desired layout – *Standard Package Only*
- Complete the Content form – *Standard Package Only*
- Gather photos and logos that will be used in the overall branding and design
- Provide website statistics to be utilized in reorganizing your website content, navigation, and design (*if available*)
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)

CMS Features & Functionality

CivicPlus' Municipal Websites Central Standard (Web Central Starter) content management system (CMS) is robust and flexible with all the features and functionality you need today and in the future. Developed for municipalities that need to update their website frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Modules & Widgets

RESIDENT ENGAGMENT

Web Central Starter offers many effective and easy-to-use resident engagement features. These tools easily integrate with other key features.

Calendar – Create multiple calendars and events for upcoming activities that are viewable by list, week, or month.

Notices and Alerts – Post emergency or important information on your website and notify residents through email and SMS, via Alert Center.

Form Center – Create custom, online forms via simple drag-and-drop functionality. Track form submissions within the CMS and route email notifications to the appropriate individual(s).

News – Post news items and keep your residents up to date on important information via News Flash.

Notifications – Allow your residents to subscribe to receive text and email notifications on topics that are important to them via Notify Me® (includes up to 500 SMS users).

Pop-up Module – Use a pop-up modal to call attention to important information and notices, sitewide or on specific pages.

ASSET MANAGMENT

Web Central Starter is fully equipped with a robust set of document and image management tools that work with other key features of our CMS, making it easy to build dynamic content that is easy for residents to navigate and access.

Agenda Center – Create and display meetings and agendas on the website utilizing our built-in Agenda Center module. For advanced functionality, including live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

Document Center – Organize and management documents in one central repository.

Public Images – Store all your images in one central location, to utilize individually or create slideshows o site. Use the built-in editor to crop and resize photos, as needed. Images are optimized for performance, mobile responsiveness, and contain alt text for accessibility compliance.

INFORMATION & NAVIGATION

Organize your content and pages to make it easy to locate the information you and your residents need most with modules that help you update information quickly.

Easy for Residents to Navigate – An intuitive design, mega menu options, prominent buttons, and dynamic breadcrumbs throughout your site, all allow residents to easily find what they're looking for.

Frequently Asked Questions (FAQs) – Provide answers to the most frequently asked questions to reduce phone and foot traffic for staff.

Graphic Links – Create visually appealing buttons to direct users to important information.

Info Advanced – Use Info Advanced to create engaging displays of information for reuse throughout the website.

Quick Links – Provide links to highly requested services and information. These are commonly displayed in website footers and right-hand navigation.

Staff Directory – Provide contact information for departments and individual staff members. Use the information throughout the site and keep updated in one location. The Staff Directory widget allows you to quickly place specific persons or departments on relevant pages.

COMMONLY USED WIDGETS

An extensive widget library is available for ease of placing dynamic and visually appealing information on specific pages. Each widget is easy to use with drag-and-drop functionality and is configurable with individual styling options.

Custom HTML Widget – Embed videos or other HTML features in your page.

Editor Widget – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.

Form Center Widget – Embed simple forms on a page.

Image Widget – Add images to a page.

Related Documents Widget – Create a dynamic list of documents referenced in the Document Center.

Slideshow Widget – Add a slideshow of images.

Tabbed Widget – Organize larger pages of information in horizontal, vertical, or stacked vertical or accordion style tabs.

ADMINISTRATIVE FEATURES

The administration of your Web Central Starter website is browser based, with no installation of software needed. You'll be able to update your website from an internet connection on any platform (Mac or PC). Administrators can control access to pages and manipulation of content as well as use automated features to streamline processes.

Administrative Dashboard – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items.

Content Scheduling & Versioning – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.

Dynamic Page Components – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.

History Log – Track changes made to your website.

Intranet – Use permissions to set a secure location on your website that allows employees to login and access nonpublic resources and information.

Levels of Permissions – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.

Pending Approval Items – Administrators have access to a queue of pending items to be published and reviewed.

Website Statistics – Provided website analytics for analysis.

USER-FRIENDLY FEATURES

Not only is Web Central Starter easy for your staff to use, various administrative features help make a more attractive, engaging, and intuitive website for your community.

Automatic Alt Tags – Built-in features assist with ongoing ADA compliance of your website.

Credit Card Processing – With the add-on feature CivicPlus Pay (Pay), you can integrate with an approved payment processor to accept payments on your website (separate agreement must be made directly between you and the chosen approved processor). Additional fees apply.

Preset Styling Standards and Ongoing Styling Flexibility – Site changes automatically inherit design standards and styles that you've set up for your homepage, interior layouts, and simple layouts. This keeps your website looking clean and always matching. We also offer large amounts of flexibility with placement and styles on an ongoing basis. As you edit your website, you can easily adjust the location and style of widgets, content, carousels, lists, calendars, etc. to meet the look and feel you need for that area.

Link Redirects – Instead of sending your users to http://civicplus.com/248/Awards-and-Recognition, you can send them to http://civicplus.com/awards.

Live Edit – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.

Maps – Easily embed maps from Google, ESRI, and more using the HTML widget. Mega Menu – A main navigation menu makes it easy to get to any page on your website quickly.

Predictive Site Search – Our powerful site search functionality automatically indexes all content making it easy for visitors to find information across pages, documents, and images.

Site Search Log – All search words are kept in a log.

Real Simple Syndication (RSS) Feeds – Administrators and website visitors can use RSS feeds to display content or be notified of content updates.

Responsive Design – With responsive design, your website adjusts to the screen size regardless of what device is being used, providing a seamless user experience.

Social Media – Set various modules to automatically post to your Facebook and/or X (formerly Twitter) feeds and incorporate compatible social media feeds and widgets into your website.

Supported Browsers – View your website in the latest versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.

Third-Party Access – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs to build applications right from your website.

Translation – Integration with Google Translate translates web pages into over 100 languages.

ACCESSIBILITY COMPLIANCE

With over 20% of adults in the United States having a disability, you need a website that conforms to all residents. CivicPlus wants to help our customers maximize accessibility for all users and surpass Section 508 ADA accessibility requirements while providing you the freedom to create a visually rich and appealing website. Our multi-faceted approach sets you up for success:

- We build websites using WCAG guidelines to be highly accessible at go live.
- Our trainers will teach your staff best-practices to keep your content and design elements accessible and up to date with the latest ADA/ WCAG standards.
- Your staff can use the Accessibility Checker included within the CMS to scan content created in the editor for accessibility issues so you can correct them before publishing.
- Any new regulations that require code changes are done automatically by our product team, at least quarterly, with no additional effort required from you.
- In addition, our product team updates our best practices and provides regular updates to customers via the CivicPlus website, blog articles, webinars, and other publications.

Due to the dynamic nature of website content updates, an ongoing accessibility solution can be incredibly beneficial in ensuring sustained accessibility compliance. CivicPlus provides three long-term web accessibility solutions offering varying approaches to help with your compliance maintenance challenges. Additional details and/or a quote can be provided upon request.

• **AudioEye Partnership** – CivicPlus partners with AudioEye to provide a suite of accessibility tools services for WCAG 2.2 compliance at a discounted rate to our customers.

• **Acquia Optimize: Website Optimization & Compliance Tools** – Acquia Optimize is an easy-to-use web governance platform available to purchase and add to your project. Acquia Optimize's tools help you identify, prioritize, and address content quality assurance and accessibility issues on your website so that you can achieve and maintain compliance according to WCAG 2.1 standards. Further, we can help you meet the latest data privacy and government policy standards.

• **CivicPlus CommonLook Accessibility Software** – Efficiently and accurately ensure PDFs are accessible to all members of your community. CommonLook provides an all-in-one environment for testing, remediating, and verifying PDF documents and provides a set of automated tools.

ADD-ON MODULES

In addition to our comprehensive CMS offering, we provide a range of additional modules designed to enhance functionality and meet specific organizational needs. Each module is tailored to deliver specialized capabilities, ensuring you have the flexibility to create a solution that aligns perfectly with your objectives. Please reach out if you are interested in including any of these options into your new CMS project.

Blog – Post opinions/information about various community topics and allow resident comments and subscriptions.

Get Community Input – Post initiatives and project ideas to receive feedback and interact with your residents via Community Voice.

Opinion Poll – Poll your residents on important topics by showing the Opinion Poll widget on relevant pages, to grab resident attention and quickly capture their responses to your polls. Polling helps with gathering and evaluating resident feedback, increasing resident engagement, and understanding your community.

Photo Gallery – Display photos of parades, local sporting events, or historical locations through albums or slideshows. Users can vote on favorites or share via email and social media.

Archive Center – Manage and retain serial and older documents.

Real Estate Locator – Lets community members list and manage residential and commercial properties separately, with dedicated search functions. Users can post and manage listings 24/7 after setting up a profile and paying a subscription fee, while administrators can approve or auto-publish listings.

Resource Directory – Use the Resource Directory to showcase information on local businesses and/or community resources.

Activities – Create and post activities, events, and classes so residents can register for them and even pay online. Your administrators can view and create rosters. The Activities module integrates with the Facilities module so residents can view the location of the activity.

Facilities & Reservations – Display facilities on your site for residents to browse. Allow them to filter by amenities, view facility details, and even make reservations online.

Job Postings – Post available jobs online and accept online applications.

Bids – Post open bid opportunities for contractors to view available work, download supporting documentation, receive notifications on posted opportunities and submit bid applications online.

Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding technical functionality and usage of Web Central Starter.

CivicPlus Technical Support will provide a toll-free number, online chat support, as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Support at a Glace

- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone, email, and chat
- 4-hour initial response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

CIVICPLUS HELP CENTER - CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

AWARD-WINNING - CivicPlus has been honored with three Gold Stevie® Awards, six Silver Stevie® Awards, and nine Bronze Stevie® Awards. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CONTINUING PARTNERSHIP - We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager who will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

ENGAGEXCHANGE

The ENGAGEXCHANGE is an online community and the central hub of ideas, guidance, tips, advice, and more for our Web Central Starter customers. It reflects our commitment to:

Connection – Customers can connect with their peers to ask questions, discover solutions, share ideas, and join focus groups and beta opportunities.

Direction – Customers will have the opportunity to provide targeted input on the future direction of the Web Central Starter roadmap and will be able to submit ideas for improvements and enhancements. MAINTENANCE CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our customers' web solutions. Our standard maintenance includes:

- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Testing
- Development
- Operating system patches

Hosting & Security

CivicPlus protects your investment and takes hosting and security of our customers' websites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your website are unparalleled. We offer secure data center facilities, constant and vigilant monitoring, and updating of your system, including 99.9% guaranteed up-time (excluding maintenance).

If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options available to you at the time of an event. Whatever your needs are, we have an option that will fit your community.

Data Center	• Highly Reliable data center & secure facility • Managed network infrastructure • On-site power backup & generators • Multiple telecom/network providers • Fully redundant network • System monitoring – 24/7/365
Bandwidth	• Multiple network providers in place • Burst bandwidth – 22 Gb/s • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)
Hosting	• Web Central Starter software updates • Server management & monitoring • Multi-tiered software architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Disaster Recovery	• Emergency after-hours support, live agent (24/7) • On-line status monitor by Data Center • 8-hour guaranteed recovery TIME objective (RTO) • 24-hour guaranteed recovery POINT objective (RPO) • Pre-Emptive monitoring for disaster situations • Multiple, geographically diverse data centers
DDoS Migration	• Defined DDoS Attach Process • Identify attack source and type • Monitor attack for threshold* engagement
DDoS Advanced Security Coverage	• Not Included – additional coverage available at time of event (fees will apply)

*Thresholds: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during an attack.

Optional Website Enhancements

RECURRING REDESIGN

At CivicPlus, we understand trends change daily and we continually analyze different ways to design our websites—making it easier and more user friendly for your residents to navigate. One of our best practices to help keep up with these new trends is by adding a redesign to your project. During the redesign, you'll also receive a quality control review to ensure content is as expected with the new design application (although no changes will be made to the content itself). With this new design, you'll stay up to date with current trends and best practices, providing a welcoming yet familiar virtual hub to engage your community.

AUDIOEYE MANAGED

AudioEye offers a range of products and services from self-service to turnkey managed solutions. At the core of AudioEye, is the Digital Accessibility Platform (DAP), this powerful tool empowers auditors, designers, and developers to understand issues of accessibility and improve website infrastructure thorough the use of an innovative and easy to-use interface. The AudioEye Toolbar offers web personalization tools. Conforming to Web Content Accessibility Guidelines (WCAG) 2.2 has never been easier.

ACQUIA OPTIMIZE: WEBSITE OPTIMIZATION & COMPLIANCE TOOLS

Acquia Optimize empowers government organizations to maintain accessible, high-quality websites that comply with WCAG 2.1 standards and other international accessibility regulations, such as ADA, Section 508, and EN 301 549. Its accessibility tools identify and address web issues, providing actionable recommendations to enhance user experiences for all. Acquia Optimize's content policies module ensures consistency and accuracy by scanning for content errors or violations of brand, regulatory, or industry standards. The quality assurance tools detect and fix broken links, images, misspellings, and other issues that could hinder navigation or usability. Additionally, the data privacy module scans for sensitive information, prioritizes high-risk violations, and helps organizations reduce privacy risks. Together, these features enable government organizations to deliver inclusive, reliable, and secure digital services.

CIVICPLUS CHATBOT POWERED BY FRASE

CivicPlus Chatbot is designed to convincingly simulate the way a human would behave during a customer service interaction. Our advanced technology combines the power of site search and artificial intelligence (AI) to deliver exceptional customer experiences to residents using your website. Our Chatbot crawls your website and other linked databases to create a continually, automatically updated, AI-powered knowledgebase that you don't have to maintain separately.

PLATFORM IDENTITY PROVIDER (IDP) INTEGRATION

CivicPlus offers IdP integration capabilities, which means you'll benefit from easier integration between your Web Central Starter website and your favorite third-party solutions. Provide single sign-on (SSO) functionality to streamline managing and supporting user credentials and identify management solutions. CivicPlus IdP partners include Microsoft's Entra ID, Microsoft's Active Directory Federation Services (AD FS) versions 3.0, 4.0, and 5.0, and Okta.

STANDARD DEPARTMENT HEADER PACKAGE

A department or division within your organization may need a personalized digital presence. A Department Header Package is a cost-effective way for these groups to differentiate themselves informatively and graphically from the look of the main website while still benefiting from the functionality, service, and support of your Web Central Starter system. Unique customizations include:

- Department-specific URL
- Separate SSL Certificate / DNS & Hosting
- Department Logo
- Global Navigation and Menus
- Banner Image(s) and/or Slideshow Image(s) (if applicable)
- Graphic Links
- Widget Content

BANNERS

A cost-effective way to bring a different look to specific pages or departments is by placing a unique banner image on those pages. Each banner can rotate through as a slide show.

CIVICPLUS MARKETPLACE APP

The CivicPlus Marketplace App is a fully configurable mobile application that serves as a centralized digital hub for community engagement across all CivicPlus solutions. Offering residents convenient access to your agency's information and services, as well as native SeeClickFix 311 CRM starter functionality, the app enhances transparency, service accessibility, and community satisfaction by serving as a mobile gateway to essential services and civic resources.

Our app offers extensive customization options, allowing agencies to configure branding, buttons, and links in real time to maintain brand consistency and enhance the user experience with over 300 configurable icons. It integrates seamlessly with CivicPlus solutions, including SeeClickFix 311 CRM, municipal websites, and mass notifications, providing a unified platform for streamlined engagement. The app improves service visibility and trust by enabling quicker responses to resident concerns and supports diverse community needs, from reporting issues to registering for classes. Additionally, its multi-jurisdictional capabilities allow residents to engage across neighboring areas while offering agencies control over displayed branding and information.

UPGRADE TO GUARDIAN SECURITY

Our Guardian Security Package provides a comprehensive, cost-effective solution tailored for local governments seeking robust security without breaking the bank. Powered by enterprise Cloudflare, this package includes:

- Web Application Firewall (WAF) fully customized for our application
- OWASP ModSecurity Core Rule Set for protection against the Top 10 vulnerabilities identified by the Open
- Web Application Security Project (OWASP), such as SQL injection (SQLi) and cross-site scripting (XSS) attacks
- User Agent Blocking rules to block specific browser or web application User-Agent request headers
- Visitor blocking or challenging by IP address, autonomous system number (ASN), or country code
- Reputation-based threat protection and collective intelligence (CI) to identify new threats

UPGRADE TO PLATINUM SECURITY

CivicPlus' Platinum Hosting and Security package comes with enterprise-level Cloudflare software and:

- Fully customized Web Application Firewall (WAF), customized for our application
- OWASP ModSecurity Core Rule Set protects you against the Top 10 vulnerabilities identified by the Open Web Application Security Project (OWASP), such as SQL injection (SQLi) and cross-site scripting (XSS) attacks
- User agent blocking
- Block or challenge visitors by IP address, autonomous system number (ASN) or country code
- Reputation-based threat protection and collective intelligence (CI) to identify new threats

CONSULTING ENGAGEMENT

Implementing a new software solution is a huge undertaking. Not only does it touch every department in your organization, it has the potential to positively impact the end-users in your community. Sometimes getting to that positive end point is tough with incongruent agendas from stakeholders such as elected officials and department heads. CivicPlus consulting helps your organization do the heavy-lifting, starting with data-driven research and ending with service-level process optimization. We'll help you facilitate the tough conversations and guide you to set realistic timelines and tasks for implementation as well as assist you in setting goals and sustainment plans for your launch and beyond.

CREDIT CARD PROCESSING WITH CIVICPLUS PAY

CivicPlus Pay (Pay) is our integrated, secure, PCI-compliant, utility application. Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. CivicPlus has partnered with several integrated gateways which we can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, in a more limited fashion, to assist you in developing a successful system. To utilize any of the approved gateways, an agreement will need to be executed directly between you and the vendor, that will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to procure any required devices directly from your selected gateway provider for either purchase or rent.

Invoicing Details

- 100% of Year 1 cost upon contracting.
- Annual recurring services shall be invoiced on the start date of each renewal term.
- Annual recurring services shall be subject to a 5% annual increase beginning in year 2 of service.
- All invoices are due within 30 days of the date of such invoice.

If the payment terms noted above does not meet your needs, please discuss with us so that we can try to accommodate your goals.

Disclaimer

PROPOSAL AS NON-BINDING DOCUMENT

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.

City of Sheboygan Water Utility
spirit on the lake

Fiber Internet

July 2026
To: Board of Water Commissioners
From: Tamara Scheuren, CRF Supervisor

Sheboygan Water Utility initiated a review of fiber internet service providers with the goal of enhancing internet reliability by establishing a primary fiber connection, while retaining the existing coax connection as a backup. To achieve redundancy, it is essential that the primary and backup services are delivered by different providers.

Quotes Received

Fiber internet quotes for a 50 Mbps connection were obtained by OnTech and Telecom Fit from the following vendors:

AT&T: $618.86/month

DynaLink Communications: $618.00/month

We also received a quote from Spectrum however, it was not considered for the fiber connection because Spectrum currently provides our coaxial internet, which we intend to retain as the secondary backup line due to a current contract.

Recommendation: DynaLink Communications

We recommend selecting DynaLink Communications as our primary fiber internet provider for the following reasons:

Unbiased Endorsement: DynaLink was highly recommended by Telecom Fit, an independent telecommunications advisor who provides vendor-neutral guidance and does not receive direct or indirect compensation from service providers.

AT&T Network Access: DynaLink is an authorized AT&T partner, allowing us to leverage AT&T's network infrastructure while benefiting from DynaLink's proven excellent customer service record.

Reliability & Support: DynaLink has a strong reputation for reliability, responsiveness, and customer support, as confirmed by Telecom Fit's assessment and reference feedback.

DynaLink COMMUNICATIONS
The only phone company you will ever need

Service Order Agreement and Credit Application

AGENT: _____

CUSTOMER INFORMATION

COMPANY NAME: SHEBOYGAN WATER UTILILTY
FEDERAL TAX ID: 39-6005601
SERVICE ADDRESS: 72 PARK AVENUE
CONTACT NAME: TAMARA SCHEUREN
CONTACT PHONE: (920) 459-3800
MOBILE: _____
SHEBOYGAN, WI 53081
CONTACT EMAIL _____
BILLING ADDRESS: _____
TECHNICAL CONTACT: _____
PHONE: _____
EMAIL _____
BILLING CONTACT _____
PHONE: _____
EMAIL: _____

All taxes are payable until exemption certificates are received.

International calling will be disabled unless otherwise specified

PRODUCTS AND SERVICES

PRODUCT TYPE	QTY	TERM/ YRS	One Time Fees		Monthly Fees	
			Per Unit	One Time Total	Per Unit	Monthly Total
50MB ETHERNET OVER FIBER WITH ROUTER	1	3		$ -	$ 618.00	$ 618.00
5 STATIC IP'S	1	3		$ -	$ -	$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
				$ -		$ -
			Total	$0.00		$618.00

COMMENTS

CUSTOMER MAY CANCEL IF THERE ARE CONSTRUCTION CHARGES FOR THE INSTALLATION WITHOUT PENALTY. SEE ATTACHED SERVICE LEVEL AGREEMENT WHICH DYNALINK WILL ABIDE BY

*** THE ABOVE PRICES DO NOT INCLUDE APPLICABLE TAXES AND SURCHARGES***

By signing below, I confirm that (a) I am authorized by my company to execute this agreement and am bound by the terms and conditions listed at www.dynalink.com/terms-and-conditions (b) Authorize DynaLink to run a credit check and inquire about my eligibility for the service ordered (c) Wireless customers are also bond by the Wireless Terms and Conditions. I hereby authorize DynaLink, its affiliates, vendors and carriers to access our account information (i.e., customer service records, inventory itemization, rates, charges and copies of billing) in connection with the sale and/or marketing of network services, customer premise equipment (CPE) and enhanced services.

AUTHORIZED SIGNATURE **DATE**

PRINTED NAME **TITLE**

1. Agreement: This Agreement between the Customer(also be referred to as "You") and DynaLink, sets forth the rights and obligations gover ning the DynaLink offer. This Agreement consists of the Service Order Agreement(" SOA"), and the General Service terms and conditions ("Web Terms"), the DynaLink Acceptable Use Policy ("AUP") as set forth at www.dynalink.com/terms-and-conditions, any Schedules, Addendums, Appendices, and Exhibits attached hereto and any applicable tariff (collectively the "Agreement"). Some Services offered by DynaLink under this Agreement are offered pursuant to tariffs, filed with applicable regulatory agencies ("Tariffed Services"). In the event of a conflict between this Agreement and a tariff, the tariff shall control. Upon cancellation of any tariff, this Agreement shall control. You acknowledge and agree the Services are offered "as is", "as available", "without warranties" and that DynaLink's obligation to provide the Service(s) is subject to its having obtained all requisite licenses and consents related thereto. "Service Order" or "SOA "shall also refer to any service order(s), authorization form(s) or order form(s) that describe or set forth the pricing for the Service(s) purchased by Customer from DynaLink.

2. Term: The term of the Agreement shall commence on the Start of Billing Date and shall continue until the end of term, unless earlier terminated in accordance with this Agreement. Unless notified by either party at least sixty (60) days prior to the end of a term, or a renewal period, of an intend not to renew, the Service Term shall automatically renew in successive 1, 2, or 3 year terms based on the original term. In all circumstances (Even on a Month to Month contract, or on a renewal period), a precise cancellation date is required, sixty (60) day prior to the actual cancellation date. If the customer chooses to postpone the cancellation date, a new cancellation order, will need to be placed and an additional sixty (60) day notice with a precise cancellation date will be required. From time to time, Customer may order additional Service(s) by executing a Service Order. Any additional Service Orders agreed by the parties shall be governed by the terms of this Agreement, including the Terms and Conditions.

3. Billing Usage; Payment:

A. Billing: Customer is responsible for the timely and full payment of all charges for Services furnished by DynaLink at rates set forth on the applicable Service Order(s) as well as for services provided to Customer, and not included in a Service Order at DynaLi nk's then-current standard rates. Rates for any International services are subject to change on five days' notice and the new rates shall automatically become effective on the 6th day after notice. Customer acknowledges that rates for International Mobile are higher than the standard International rates.

B. Usage Charges: Customer is solely responsible for all usage of the Services including fraudulent or otherwise. Claims of fraudulent usage shall not constitute a basis to dispute of an invoice. Customer, shall bear all risk of loss arising from fraudulent or unauthorized use of the Services, and pay all associated costs billed by DynaLink for fraudulent calls. DynaLink reserves the right, but has no obligation, to take such action as it deems appropriate to reduce fraud or abuse in connection with the Services.

C. MAC, Repair and other Charges: There shall be a $50.00 fee will for any MAC (Move, Add or Change) Order. Dispatch fees for MAC or repair orders that for a non DynaLink caused issue, will be charged at a rate of $250.00 per hour. DynaLink reserves theright to increase the above pricing, depending on the situation. A $5.00 fee will be charged for each paper bill requested by Customer.

D. Unlimited Usage: Unlimited calling plans shall not be used for Telemarketing, Auto Dialers, Fax Broadcasting, Modem Poling or any other activity designed for volume usage. In addition, customer may not route all or a portion of outgoing calls to certain destination types or to lines with unlimited usage. If DynaLink Communications deems that Services are being so used the charge to Customer will be $0.05 per minute for outbound domestic calling.
E-Fax has a limit of 1,000 minutes per month for Inbound and Outbound combined. Unlimited SIP Trunks, Hosted/UCaaS, and POTS ha ve an aggregate limit 15,000 minutes per month per location.

E. Start of Service: The "Start of Service Date" shall be the date on which DynaLink notifies Customer are installed and available for use, regardless of whether Customer starts using the Services on such date, and. billing for each service shall commence effective such date ("Billing Commencement Date").

F. Service Delivery: Customer shall cooperate with DynaLink to accomplish service activation including by providing reasonable access to the Customer's premises when requested by DynaLink. DynaLink shall not be liable for direct or consequential damages allegedly resulting from any delays in meeting Service delivery dates or failure to provide Services. Customer may not cancel this Agreement due to a delay in the Start of Service Date unless such delay is solely due to DynaLink is longer than ninety (90) days beyond the stipulated Start of Service Communications Facilities to provide the Service to Customer.

G. Payment Terms: Customer will be invoiced monthly. All invoices shall be deemed final and binding unless Customer notifies DYNALINK in writing of any alleged discrepancies within thirty (30) days from the date of such invoice(s).
All payments are due at midnight of the first day of the month following the invoice date (the "Due Date") (i.e. An invoice dated in December is due on the first day of January). Any charges or fees under this Agreement are exclusive of any national, state, municipal, or other governmental excise, sales, value-added , occupational or other taxes and fees, surcharges and levies, and third party installation charges, all of which Customer shall be solely responsible for and pay in full.
Customer will be deemed in default if payment is not received by the Due Date. In addition to other remedies, including discontinuance of services, DYNALINK may charge Customer interest equal to 1½% per month on any amount not timely and fully paid.

H. Credit Approval: The provision of Service(s) under this Agreement is contingent upon DYNALINK's initial and continuing credit approval of Customer. At any time DynaLink may require a deposit or other form of security if it reasonably deems itself insecure with respect to Customer's ability to pay. DynaLink may, immediately suspend the Service(s) if Customer fails to comply with security deposit requests. . Any such suspension of service shall not be considered an interruption or outage of service for the purposes of this Agreement.

4. Compliance with Laws and Acceptable Use: Customer and its end users shall at all times comply with all applicable laws and regulations and will not use the Services I n a fraudulent manner or for any illegal purpose or in a manner that exposes DynaLink to civil or criminal liability. Customer is bound by the DynaLink AUP listed on http://www.dynalink.com/terms-and-conditions.

5. Delivery Method: DynaLink retains the right, in its discretion, to, from time to time, change, increase or decrease the methods, processes and/or the suppliers by which DynaLink provides Services, as well as the right, on notice to Customer, to change, add to or delete Services or Service offerings.

6. Disclaimers of Warranty: All service(s) are provided "as is" and "as available". DynaLink makes no warranties or representations, whether express, implied or statutory, regarding the services, software , hardware, or equipment or the results to be achieved through use of the service(s), software, hardware or equipment. This disclaimer includes, but is not limited to, any warranties of merchantability, quality, fitness for a particular purpose, non-infringement and title as well as any implied warranties arising from a course of dealing, usage, or trade practice. DynaLink disclaims any responsibility for the accuracy or quality of information obtained through its representatives or service(s), the reliance on and use of which is at customer's own risk.

7. Default; Termination:

A. Termination After Start of Service: If Customer terminates any service after the Start of Service but prior to the expiration of the term. Customer shall immedately pay Dynalink liquidated damages equal to the monthly recurring charges ("MRCs") as stated in the SOA multiplied by the number of months remaining until the expiration of the term.

Term and Conditions (Continued)

B. Termination prior to Start of Service: If Customer cancels, terminates any service after execution of the Agreement but prior to Start of Service, Customer shall immediately pay DynaLink liquidated damages equal to (a) An early termination charge of three (3) months of the anticipated monthly recurring charges, plus (b) All nonrecurring charges, plus (c) Any charges incurred by DynaLink related to providing Service to Customer.

C. Facility Construction: In the event DynaLink is required to construct and/or acquire communication facilities to provide Service, Customer acknowledges that DynaLink will incur significant costs in relation thereto, and agrees that if Customer cancels, terminates or breaches this Agreement, Customer shall , in addition to any other fees or damages, reimburse DynaLink for all costs DynaLink have incurred in relation to constructing and/or acquiring such communication facilities.

D. Default: Except as otherwise required by law or applicable regulation, if Customer: (a) fails to pay any amount required under this Agreement or any other agreement with DynaLink when due and such failure continues for ten (10) days; (b) fails to perform any other material obligation under this Agreement which failure is not remedied within ten (10) days after receipt of written notice from DynaLink; (c) becomes insolvent; or (d) cancels or terminates Service, then DynaLink may terminate in whole or in part Customer's Service. Customer is liable to pay any legal fees associated with the collection of any termination damages/fee and/or any other charges or fees due under this Agreement.

E. Termination by DynaLink. Termination by DynaLink, shall not preclude it from pursuing any other rights or remedies available to it at law or in equity. Customer acknowledges that the amounts payable pursuant to this Section are equitable compensation to DynaLink and are intended to reasonably compensate DynaLink for the losses which are occasioned by Customer's failure to honor Customer's obligations hereunder and not intended as a penalty.

8. Indemnification: Customer shall indemnify, defend and hold DynaLink its affiliates, officers, directors, licensees, licensers, and vendors harmless from any and all claims, losses, damages and expenses, (including, without limitation, reasonable attorney's fees and court costs) arising from or related to: **(i)** a violation of any provision of this Agreement; (ii)any claim of infringement of any intellectual property or other proprietary interest resulting from the possession or use of any Service(s), software or equipment; (iii) any acts or omissions of Customer, its employees, agents, contractors, invitees, licensees, visitors, and/or customer/end-users; and/or (v) any injury or damage to the person, property, or business of DynaLink, its employees, *agents, contractors, invitees, licensees, visitors, and/or customer(s)/end-user(s).*

9. Severability / Waiver: In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. DynaLink's failure to insist upon or to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of that or any other provision or right then or in the future. Neither the course of conduct between parties nor trade practice shall modify any provision of this Agreement.

10. Limitation on liability: In no event shall DYNALINK, its affiliates, service providers, suppliers or agents be liable to customer or any third party for any indirect, incidental, special, punitive or consequential damages or for any lost or imputed profits or revenues, lost data or cost of procurement of substitute services resulting from delays, non-deliveries, mis-deliveries or service interruption, however caused, arising from or related to the service(s) or this Agreement, regardless of the legal theory under which such liability is asserted, including breach of warranty, indemnification, negligence, contract tort, strict liability or otherwise, and regardless of whether DYNALINK has been advised of the possibility of any such liability, loss or damage. The total aggregate liability of DynaLink and its suppliers to customer and/or any third party in connection with this Agreement shall be limited to direct damages proven by customer; not to exceed an amount equal to the total net payments received by DynaLink for the affected service which gives rise to such liability during the three (3) month period immediately preceding the date in which the claim was filed. The parties acknowledge that the limitations referenced in this Section are material terms to this Agreement. Customer acknowledges that DynaLink has set its prices, and other charges in reliance on the foregoing limitations of liability, which were a material inducement for DynaLink entering into this Agreement.

11. Notices: Any notice required to be given hereunder shall be in writing and shall be deemed to have been delivered when (i) email was sent, and electronically confirmed, (ii) Delivered via United States mail (registered or certified mail), return receipt requested, with adequate postage affixed, or (iii) delivered via a national overnight courier service and addressed to the persons set forth herein.

12. Equipment: Any equipment installed by/for DynaLink for use of the service, including but not limited to equipment, that is billed to the customer monthly but is the property of DynaLink, must be returned to DynaLink upon termination of such services. If not returned within five (5) business days, customer will be liable for whatever loss results from the loss of the equipment.

13. Equipment Warrantee. Any Customer Premises Equipment ("CPE") that is provided to the customer, has a one (1) year replacement or repair (at DynaLink's discretion) warranty for manufacturer's defects only. At DynaLink's discretion, any equipment supplied as replacement equipment for a CPE with manufacturer's defects may be new, recertified or refurbished as long as it is equivalent in functionality. Any CPE supplied as a replacement CPE will carry the remainder of the one (1) year warranty described above.

DynaLink shall have no obligation or liability in connection (a) for any equipment not purchased through DynaLink even if it was configured by DynaLink, its Vendors or Contractors, (b) for any misuse or abuse of equipment, (c) for the reconfiguration or repair of any equipment by any party other than DynaLink or its Vendors or Contractors. After the initial year, the customer shall be solely liable for any required replacement equipment including as a result of standard wear and tear.

14. Mobile: End User shall comply with and abide by the terms listed on http://www.dynalink.com/terms-and-conditions, as revised from time to time by DynaLink Communications.

If additional software, hardware and/or subscription is required for certain features. Additional charges and/or device restrictions may apply for access to corporate email/intranet sites. DynaLink does not guarantee coverage. Charges will be based on the location of the site receiving and transmitting the call, not the location of the subscriber.

Text, picture, video and instant messages may only be sent to and/or received within the DynaLink coverage area. Mobile to Mobile calling applies to direct calls to and from U.S. mobile numbers on coverage information and maps, please visit www.wireless.att.com/coverageviewer.

Your plan may include the capability to make and receive calls or transmit data while roaming. If y phone abroad, (see http://www.dynalink.com/terms-and-conditions). Charges for voice and data are as listed in http://www.dynalink.com/global-overage.html will apply. Charges apply for incoming and outgoing calls, calls to VM, even if no message was left. DynaLink in its sole discretion, may block your international roaming and calling capability, until eligibility criteria are met. All countries may not be available for roaming. Availability, quality of coverage and services while roaming are not guaranteed. Substantial charges may be incurred if a device is taken out of the U.S., even if no services are used.

Third-party content or service providers may impose additional charges, over which DynaLink has no control.

DynaLink is not responsible for loss or disclosure of any sensitive information you transmit. DynaLink's wireless services are not equivalent to landline Internet. Mobile wireless deployments.

DYNALINK DOES NOT GUARANTEE UNINTERRUPTED SERVICE OR COVERAGE. IT CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE LOCATED. AIRTIME AND OTHER SERVICE CHARGES APPLY TO ALL CALLS, INCLUDING INVOLUNTARILY TERMINATED CALLS. DYNALINK COMMUNICATIONS MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ACCURACY, SECURITY, OR PERFORMANCE REGARDING ANY SERVICES, SOFTWARE OR GOODS.

Certain data sessions are prohibited, for example: (i) server devices or host computer applications; (ii) "auto-responders, or similar routines which generate excessive amounts of net traffic, or which disrupt other users; (iii) "spam" or unsolicited email (iv) any activity that adversely affects the ability other people or systems.

DynaLink reserves the right to deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited.

DynaLink does not guarantee delivery of messages. Text, Instant, Picture, or Video messages content not delivered within 7 days may be deleted (which time period, may be changed).

When a Single message is sent to multiple recipients, it will be charged per recipient.

Installation of fixed wireless deployment in an offnet area is prohibited.

Unlimited voice Services are provided primarily for live dialog between two individuals, other uses are prohibited. Use of unlimited voice Services for conference calling or call forwarding in excess of 750 minutes per month per phone is prohibited.

If service is discontinued on financed equipment or if the equipment is returned, the full amount of the remaining contractual period plus 20% will be due immediately. If there is a credit card on file, the card will be charged the full amount due.

Our fifteen (15) day return policy applies only if the equipment is in brand new condition.

15. Miscellaneous: This Agreement contains the entire agreement of the parties hereto and supersedes any other prior or simultaneous agreement related to such matters. Any modification to the Agreement must be signed by a senior management of DynaLink. Customer may not assign this Agreement or any portion hereof without DynaLink's prior written consent, which consent shall not be unreasonably withheld. Any such assignment without DynaLink's prior written consent shall be void.

The parties agree that any dispute arising under this Agreement shall be governed by and construed in accordance with the laws of the State of New York. The parties agree that any disputes arising under this Agreement shall be resolved in arbitration, within the city of New York. All provisions in this Agreement are intended to survive expiration or termination of this Agreement.

In the event of a conflict between or among the terms in this Agreement, the Service Order(s) and any other document made a part hereof, the documents shall control in the following order: the Service Order with the latest date, the AUP, Web Terms and this Agreement. The Web Terms, AUP and tariffs may be modified from time to time at DynaLink's discretion or as required by applicable law. Customer agrees to review such changed items from time to time and be bound by such changes, as they pertain to your particular services. Unless subject to tariffs or the terms of this agreement, DynaLink may not change the rates, fees or charges set forth herein, in the midst of a contractual term without customer consent.

If customer determines changes to the AUP and/or tariffs will materially and detrimentally affect customer's service or rights and are not mandated by law or regulation, customer may provide DynaLink written notice of objection. DynaLink will review such notification and if the parties cannot come to an agreement within thirty (30) days, customer may, if customer's account is current, terminate such service(s) without incurring charges for early termination. If customer does not contest within five (5) business days, it is deemed to have accepted the modified terms and conditions. The above does not apply to any modification required by an applicable law.

16. Headings. Headings of the paragraphs of this Agreement are for convenience of reference only and are without substantive significance.

I have read the above Terms and Conditions (please initial).

DynaLink COMMUNICATIONS

The only phone company you will ever need

Dynalink Service Level Agreement and Amendment

1. **Availability Service Level:**
   We guarantee a high quality of service and performance. If an outage lasts between four to eight consecutive business hours, customer shall receive One Full Days Credit. If an outage will last for over eight hours, customer shall receive One Full Weeks Credit. If an outage shall last for three (3) consecutive days, customer will have the right to cancel the agreement without termination liability. If there is a conflict between this comment and any other provision in this agreement, this shall prevail

2. **MTTR:**
   The MTTR (Mean Time to Repair) is industry standard of four (4) hours and the status commitment of one (1) hour

3. **Service Availability / Uptime:**
   The Availability Service Level is 99.999% for Dynalink Service