



## COMMON COUNCIL MEETING AGENDA

Tuesday, October 3, 2023 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the September 19, 2023 Common Council minutes
- E. Mayor's Report
- F. Aldermanic Reports
- G. Announcements
- H. Citizen Commentary
- I. Old Business
  - 1. Appointments to various committees and commissions:
    - a. Mayor appointments, confirmed by Council:
      - i. One member to the Board of Review for a term to expire 5/1/2026 (formerly James Jaworowicz)
      - ii. One member to the Zoning Board of Appeals for a term to expire 5/1/26 (formerly John Rivera)
- J. New Business
  - 1. Claim received from Gallagher Bassett Services, Inc. for Old Republic Insurance Company on behalf of First Student. (Goergen)
  - 2. Approve applications for 2023-2024 operator licenses (Goergen)
  - 3. Approve an application for a Temporary Class "B" Beer and "Class B" Wine Retailer's License received from the Greenfield Education Foundation to sell fermented malt beverages and wine indoors at the GEF Trivia Night on November 3, 2023 from 5:00 PM to 10:00 PM at the Greenfield Community Center, 7215 W. Cold Spring Road. (Goergen)
  - 4. Approve an application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Daytona Biketoberfest Event on October 21, 2023 from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
  - 5. Approve an application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Local 215 Packers Party on October 22, 2023 from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)

6. Approve an application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Fall Festival / Halloween Costume Event on October 28, 2023 from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
  7. Approve an application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Earlybird Shopping Event on November 4, 2023 from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
  8. Approve an application for a Temporary Class "B" Retailer's License received from Harley Owners Group - Milwaukee Chapter to sell fermented malt beverages indoors at the Annual Chili Cookoff to Benefit Firefighter Charities on November 11, 2023 from 10:00 AM to 5:00 PM at 6221 W. Layton Ave. Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12. (Goergen)
  9. Discussion and decision to approve an amended agreement between the City of Greenfield and City of West Allis Health Departments (Mayor Neitzke)
  10. Approve an agreement with Frost Solutions for one year rental of two weather stations with pavement temperature sensors. (Katz)
  11. Approval of disbursements in the amount of \$618,719.18. (Schafer)
  12. Accept August 2023 financial statements. (Schafer)
- K. Items for future agenda
- L. Adjourn

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, contact the Department of Human Resources at 329-5208, (FAX) 543-6158, TDD 1-800-947-6644 (Wisconsin Telecommunications Relay System), or by writing to the Director of Human Resources/ADA Coordinator at Greenfield City Hall, 7325 West Forest Home Avenue, Room 101, Greenfield, WI 53220. Greenfield City Hall is wheelchair accessible from the west and south entrances.

**CITY OF GREENFIELD**  
**OPERATOR LICENSE APPLICANTS**

---

09/29/2023

|                           |
|---------------------------|
| <b>OPERATOR'S REGULAR</b> |
|---------------------------|

| <u><b>NAME</b></u>             | <u><b>ADDRESS</b></u>    | <u><b>CITY, STATE, ZIP</b></u> |
|--------------------------------|--------------------------|--------------------------------|
| Gurpreet Singh                 | 7646 W Forest Home AVE   | Greenfield, WI 53220           |
| Heather Promo                  | 1339 N 36th ST           | Milwaukee, WI 53208            |
| Nicholas Lee Haeselich         | 10582 W Cortez CIR Apt 9 | Franklin, WI 53132             |
| Priscilla Judith Lopez Sanchez | 1030 W Eden PL           | Milwaukee, WI 53221            |

---

**Memorandum of Understanding  
Between  
CITY OF GREENFIELD  
&  
CITY OF WEST ALLIS**

This Agreement made this September 5, 2023, by and between the CITY OF GREENFIELD (“GREENFIELD”) and the CITY OF WEST ALLIS (“WEST ALLIS”), both municipal corporations located in Milwaukee County, Wisconsin (“Agreement”).

**Purpose of Agreement:**

Greenfield desires to have West Allis provide certain public health services for Greenfield and West Allis is willing to provide such services upon the terms and conditions hereinafter set forth.

**SECTION 1. SCOPE OF SERVICES:**

West Allis shall provide public health services to Greenfield for the term of this Agreement. The services to be provided shall be provided to the standards required by state law and shall consist of the following programs and activities:

- A. Fulfill the requirements of Health Officer as mandated under Wisconsin Statutes and Administrative Codes.
- B. Consultation on environmental health related matters, public health nursing services, and Health Education services as set forth in Appendix A, which is attached and made a part hereof. Provision of environmental health services by West Allis will be explored.
- C. VFC childhood immunizations and follow-up on reported communicable diseases. Expansion of immunization services will be explored.
- D. Perform such other and further activities as may be necessary and proper to provide the services enumerated herein.

**SECTION 2. PROVISION OF SERVICES.**

- A. All services shall be provided by the West Allis under the direction and supervision of its Health Commissioner. In providing such services, the Health Commissioner shall work with the Greenfield Mayor (or designee) in an advisory capacity.

**SECTION 3. COMPENSATION.**

- A. Greenfield will pay West Allis an hourly rate for services provided, plus a 20% administrative fee, and mileage expenses. The hourly rate charged shall depend upon the title of the person providing the service and at the rates referenced in **Appendix A**. Administrative fees shall be computed using hourly rate only. Mileage will be reimbursed at a rate of \$0.665 per mile. West Allis will provide Greenfield with a monthly invoice for services provided. Greenfield will reimbursement West Allis monthly.
- B. Greenfield and West Allis may adjust the hourly rate and mileage rate upon the consent of the parties as needed during the course of this agreement.

**SECTION 4. TERM.**

- A. The term of this Agreement shall commence on September \_\_\_\_, 2023 and end on December 31, 2024.
- B. Each party has the right to terminate this Agreement by written notice of termination to the other party by mail at least 30 days prior to the termination date contained in said notice. Notices shall be sent to:  

City Administrator  
City of West Allis

OR

City Administrator  
City of Greenfield

- C. This Agreement may be extended for successive annual periods by further mutual written agreement under such terms and conditions as may be mutually agreeable to both parties.

#### **SECTION 5. EMPLOYMENT RELATIONSHIP.**

All wage and disability payments, pensions, workers compensation claims and any other benefits available for West Allis employees providing services under this Agreement shall be paid by West Allis. It being understood and agreed that such employees are employees of West Allis and not the agents or employees of Greenfield.

West Allis and its employees do not assume any other legal responsibilities nor does West Allis and its employees assume or imply responsibility for any financial obligations, responsibilities or liabilities related to Greenfield or any agreements or relationships Greenfield has or will enter into prior to, during, or after this Agreement ends. Further, Greenfield maintains and assumes responsibility for all legal and financial obligations and consequences for any and all incidents related to any of the responsibilities and duties of the City of Greenfield Health Department including but not limited to grants, contracts, agreements, other Agreements, day to day operations, and/or emergency responses prior to, during, or after this Agreement ends.

#### **SECTION 6. LIABILITY AND INDEMNIFICATION.**

Subject to the provisions in Section 5, to the fullest extent allowable by law, Greenfield and West Allis hereby mutually indemnify and shall defend and hold harmless each other, including their respective elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them, up to but not exceeding the amount of \$150,000 per event/claim, from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the indemnifying party or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. This indemnity provision shall survive the termination or expiration of this Agreement. Nothing herein shall be considered as a waiver of any defense or immunity that West Allis or Greenfield may be entitled to assert as to any third-party claimant.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the State of Wisconsin.

Each party shall reimburse the other, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

**SECTION 7. VENUE.**

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Wisconsin. Any suit, proceeding, or other action arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

**SECTION 8. AMENDMENTS.**

Changes in this Agreement, to include any modification or addition to the services enumerated herein, shall be made only by an instrument in writing executed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed by their respective officers as of the day and year first above written.

**City of West Allis**

By: \_\_\_\_\_  
Dan Devine, Mayor

Attest: \_\_\_\_\_  
Rebecca Grill, City Administrator/City Clerk

**Countersigned by:**

\_\_\_\_\_  
Jason Kaczmarek, Finance Director/Comptroller

\_\_\_\_\_  
City Attorney

**City of Greenfield**

By: \_\_\_\_\_  
Michael Neitzke, Mayor

\_\_\_\_\_  
Jennifer Goergen, City Clerk

\_\_\_\_\_  
Paula Schafer, Finance Director

\_\_\_\_\_  
Christopher Geary, City Attorney



Common Council Meeting

Item Number:

Introduced By: Department of Neighborhood Services (Katz)

Date Introduced: October 3, 2023

**RELATING TO:**

Approve an agreement with Frost Solutions for one year rental of two weather stations with pavement temperature sensors.

**SUMMARY:**

Two weather stations located on opposite ends of the city will improve DPW's ability to react to winter weather conditions.

Pavement temperature sensors improve response for plowing and salting.

Cameras allow visual confirmation of conditions across the entire city.

Information can be accessed by computer or smart phone.

**FINANCIAL:**

Rental fee for two stations for one year is \$5,000.

**RECOMMENDATION:**

**ATTACHMENTS:** KEY ISSUES \_\_\_ BACKGROUND \_\_\_ RESOLUTION \_\_\_ FISCAL NOTE \_\_\_  
MOTION \_\_\_ OTHER \_\_\_



## ORDER FORM

**FROST SOLUTIONS, LLC & Greenfield, WI**

**PROPOSAL DATE: 9/6/23**

### **Frost Solutions Mini RWIS**

The Mini RWIS 12-month subscription includes a self-install hardware unit, access to the web application, service and support, and product replacement (if necessary). Frost Solutions maintains ownership of the hardware unit at all times.

#### Hardware

Non-Invasive, Solar + Battery Powered, Infrared System and Camera, providing:

- Surface Temperatures
- Still Shot Images (Day & Night)
- Air Temperature
- Dew Point
- Humidity

#### Application Services

- On Demand Image Requests
- Surface Temperature Forecasting
- Freeze Warnings & Alerts
- Weather Data & Forecasting Services
- Reporting & Analytics
- Historical Data and Image Retrieval (Indefinitely for data points, limited for images)
- Mobile & Desktop Access (Unlimited Users)

| Description                                                                                                                                                                                                 | Quantity | Item Cost | Total     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|
| Mini RWIS Annual Subscription – 11/1/23 to 10/31/24                                                                                                                                                         | 2        | \$3,000   | \$6,000   |
| Mini RWIS Annual Subscription – First year APWA discount                                                                                                                                                    | 2        | (\$500)   | (\$1,000) |
| Proposal valid until 10/1/23. Customer may lock additional years or add additional units at the discount price by notifying Frost by May 1, 2024<br>*Total price is in addition to any applicable sales tax |          | Total     | \$5,000   |

### Terms & Conditions

This Order Form, in conjunction with the Master Service Agreement, which is incorporated herein by reference, establishes the commercial relationship between Frost Solutions, LLC and the Customer. The parties acknowledge that they have read, understand, and agree to the terms and conditions of this Order Form and the related Master Service Agreement that is either attached to this Order Form or was included with a prior Order Form. In the event of a discrepancy between the terms of this Order Form and the Master Service Agreement, the Master Service Agreement shall control.

### Payments/Refunds/Cancellation

Customer shall pay all fees specified in this Order Form without offset or deduction. Customer shall make all payments hereunder in U.S. Dollars on or before the due date set forth in this Order Form. Except as otherwise specified herein, (a) fees are based on services purchased and not actual usage or services provided; (b) payment obligations are non-cancelable; (c) fees paid are non-refundable; and (d) the services purchased cannot be decreased during the relevant Term.

Customer may terminate this Order Form at any time, however such termination shall not result in any refund of payments previously made or cancellation of any future payment(s) due as set forth in this Order Form to Frost Solutions, LLC during the current Term, but only results in the termination of automatic renewals and any future payments caused by such automatic renewals no longer being due to Frost Solutions, LLC.

| Effective Date | Term   | Renewal Date | Payment Terms              |
|----------------|--------|--------------|----------------------------|
|                | 1 Year | 11/1/24      | Due per dates listed below |

| Invoice Details      |         | Customer & Billing Information |                            |
|----------------------|---------|--------------------------------|----------------------------|
| Date Due             | Amount  | Primary Contact                | Randy Esch                 |
| 11/1/23              | \$5,000 | Email                          | randy.esch@greenfieldwi.us |
|                      |         | Phone #                        |                            |
|                      |         | Billing Contact                |                            |
|                      |         | Address                        |                            |
| Shipment Information |         | Email                          |                            |
|                      |         | Phone #                        |                            |
|                      |         | Purchase Order #               |                            |

| FROST SOLUTIONS, LLC                                              | Greenfield, WI                                                      |
|-------------------------------------------------------------------|---------------------------------------------------------------------|
| <hr/> <b>Mike Kirsh</b><br><b>Owner</b><br><br><b>Date:</b> _____ | <hr/> <b>Printed Name</b><br><b>Title</b><br><br><b>Date:</b> _____ |

## MASTER SERVICE AGREEMENT

This Master Service Agreement (together with any Order Form, the “**Agreement**”) is entered into and made effective as of \_\_\_\_\_ (the “**Effective Date**”), by and between Frost Solutions, LLC, a Delaware limited liability company (“**Frost Solutions**”), located at 276 E Deerpath Rd #627, Lake Forest, IL 60045, and Greenfield, WI (“**Customer**”), located at 4551 S 52nd Street, Greenfield, WI 53220.

### RECITALS

**WHEREAS**, Customer desires to engage Frost Solutions to perform Services (as defined below) under the terms and conditions set forth herein; and

**WHEREAS**, Frost Solutions desires to perform such Services for Customer under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. DEFINITIONS

“**Agreement**” means, collectively, this Agreement, any Order Forms, Statements of Work, and any materials available on the Frost Solutions website specifically incorporated by reference herein, as such materials may be updated by Frost Solutions from time to time in its sole discretion.

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity where control consists of the ownership of 50% or more of the equity securities of the relevant party.

“**Application Services**” means the online, internet-based software application(s) provided by Frost Solutions pursuant to one or more Order Forms and which is accessed by Customer via the Internet. Except as expressly provided to the contrary, the Hardware supplied by Frost Solutions for use in connection with the Application Services is included in the use of the Application Services.

“**Confidential Information**” means information in any form or medium (whether oral, written, electronic, or other) relating to any business, financial, operational or technical information provided by one party hereunder to the other party that is marked or otherwise identified as confidential or proprietary, or that the receiving party knows or should know is confidential or proprietary. In addition, the parties acknowledge and agree that the Frost Solutions name, the Frost Solutions logo, the Services and the terms of and pricing under this Agreement constitute Confidential Information of Frost Solutions.

“**Customer Data**” means all information, data, and other content, in any form or medium, that is submitted, posted, supplied, results from processing Customer Data in connection with the Application Services or is otherwise transmitted by or on behalf of Customer to Frost Solutions through the Application Services.

**“Hardware”** means any sensor, transmitter, storage or other tangible property that is provided by Frost Solutions to Customer for use in connection with the Application Services.

**“Order Form”** means an order form executed by the parties that defines access to the Application Services, use allowances, and/or Professional Services purchased by Customer and is part of this Agreement. The Order Form may contain allowances and limitations that may subject Customer to additional fees if use exceeds such allowances following written notice thereof by Frost Solutions and the reasonable opportunity to reduce use to permitted allowances.

**“Professional Services”** means services provided by Frost Solutions staff or contractors as set forth in the applicable Order Form.

**“Services”** means all of the services to be performed under one or more Order Forms executed by the parties, including Application Services, and/or Professional Services, and others.

**“Service Level Agreement”** means the Service Level Agreement attached hereto as **Exhibit A.**

**“User’s Guide”** means Frost Solutions’ online user documentation for the Application Services, as updated from time to time by Frost Solutions.

## **2. PROVISION OF SERVICES/RIGHTS OF USE**

2.1 Subject to the terms and conditions of this Agreement and any Order Form, Frost Solutions hereby grants to Customer, and Customer hereby accepts from Frost Solutions, a non-exclusive, non-sublicensable, and non-transferable (except as set forth herein) license (**“License”**), to use the Application Services, including any updates thereto, as expressly stated in an Order Form, for the Term (as defined in this Agreement). Frost Solutions shall: (a) provide the Application Services in a manner consistent with general industry standards reasonably applicable to the provision thereof; (b) use commercially reasonable efforts to ensure that the Application Services perform in material compliance with the Specifications; (c) provide support to Customer as provided in the Order Form; (d) comply with all applicable laws and regulations in the performance of such services and the operation, hosting and maintenance of the Application Services; and (e) use reasonable safeguards consistent with industry standards in providing the Application Services hereunder to prevent security breaches and protect its servers from unauthorized access.

2.2 Frost Solutions reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the intellectual property of Frost Solutions.

## **3. CUSTOMER RESPONSIBILITIES AND USE GUIDELINES**

3.1 Customer shall use the Application Services as contemplated by this Agreement and Customer shall be responsible for its use of the Application Services.

3.2 Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data (as hereinafter defined); (b) prevent unauthorized access to, or use of, the Application Services, and notify Frost Solutions promptly of any such unauthorized access or use; (c) review and, if acceptable, agree to any third party agreements or terms of service prior to using the Services in connection herewith and abide by the rules set

forth therein; (d) comply with all applicable local, state, federal and foreign laws in using the Application Services including; (e) not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Application Services available to any third party except as set forth in this Agreement; (f) not transmit or store within the Application Services infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (g) not upload to, or store within the Application Services, any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (h) not interfere with or disrupt the integrity or performance of the Application Services or the data contained therein; (i) not attempt to gain unauthorized access to the Application Services or its related systems or networks, or access the same in order to build a competitive product or service, or to copy any ideas, features, functions or graphics of the Application Services; (j) not modify, copy or create derivative works based on the Application Services; (k) not frame or mirror any content forming part of the Application Services, other than on Customer's own intranets or otherwise for its own internal business purposes; and (l) not reverse engineer or decompile the Application Services. Customer shall not transfer or assign the License without Frost Solutions' written consent, provided, however, that if the Application Services include a license requiring third party interaction, Customer may grant access to the Application Services to those third parties who are authorized by Customer to supply data. Customer's obligations under clause (g) shall be deemed fulfilled if Customer uses reasonable methods to prevent transmission of elicited code and does not intentionally transmit any of the same to Frost Solutions or the Application Services.

#### **4. SERVICE LEVEL AND SUPPORT**

Subject to the terms and conditions of this Agreement, Frost Solutions shall use commercially reasonable efforts to make the Application Services available in accordance with the service levels set out in **Exhibit A**.

#### **5. FEES AND PAYMENT**

5.1 Customer shall pay all fees specified in an Order Form, via a physical invoice or an electronic invoice, without offset or deduction. Customer shall make all payments hereunder in U.S. Dollars on or before the due date set forth in such Order Form. Except as otherwise specified in an Order Form, (a) fees are based on Services purchased and not actual usage or Services provided; (b) payment obligations are non-cancelable; (c) fees paid are non-refundable; and (d) the Services purchased cannot be decreased during the relevant Term.

5.2 Frost Solutions shall invoice in advance and in accordance with the applicable Order Form. All invoices are due as stated on the invoice, but if not stated, physical invoices shall be due immediately upon receipt of the invoice, without any right of set-off or deduction. Frost Solutions may charge interest at the lesser of the maximum amount allowed by law or one and one-half percent (1.5%) per month on payments not timely made pursuant to the applicable invoice. In addition to any other rights or remedies of Frost Solutions, Frost Solutions may discontinue access to the Application Services provided to Customer without liability to Customer, if any invoice is not paid within thirty (30) days of the invoice date, until such amounts are paid in full. In any collection action relating to this Agreement, Frost Solutions shall be entitled to recover its costs of collection, including reasonable attorney's fees.

5.3 Unless otherwise stated, Frost Solutions' fees do not include any direct or indirect, local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature or kind, including value-added, use or withholding taxes (collective, "**Taxes**"). Customer is responsible for all Taxes associated with its purchases hereunder, excluding any taxes imposed on Frost Solutions' income. If Frost Solutions has the legal obligation to pay or collect Taxes for which Customer is

responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Frost Solutions with a valid tax exemption certificate authorized by the appropriate taxing authority.

## **6. CONFIDENTIAL INFORMATION**

From time to time during the Term, either party may disclose or make available to the other party Confidential Information. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder, in which case such employees shall be made aware of the confidentiality provision of this Agreement, and will be required to abide by the terms thereof. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1 Subject to the limited rights expressly granted hereunder, Frost Solutions reserves all rights, title and interest in and to the Application Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Frost Solutions shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the Application Services or any new programs, upgrades, modifications or enhancements developed by Frost Solutions or Customer in connection with rendering the Services to a Customer, even when refinements and improvements result from Customer's request, unless expressly set forth in an Order Form for custom development. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Frost Solutions by virtue of this Agreement or otherwise, Customer hereby transfers and assigns to Frost Solutions all rights, title, and interest which Customer may have in to such refinements and improvements.

7.2 As between Frost Solutions and Customer, Customer exclusively owns all rights, to data or information submitted by Customer for use in the Application Services ("**Customer Data**"). As such, Customer has the right to and hereby does grant to Frost Solutions the right to use Customer Data in connection with the Application Services and other services to be provided hereby by Frost Solutions. Customer acknowledges and agrees that Frost Solutions may collect, use, and sell to third parties data, information, or insights generated or derived from Customer's use of the Application Services and other services provided by Frost Solutions for business and commercial purposes, including without limitation industry analysis, benchmarking, analytics, marketing, developing, training and improving its products and services.

## **8. WARRANTIES AND DISCLAIMERS**

8.1 Each Party represents and warrants that it has the legal power to enter into this Agreement; that the signatory hereto has the authority to bind the applicable organization; and when executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

8.2 Frost Solutions warrants that the Application Services (excluding the Hardware) will conform in all material respects to the service levels set forth in **Exhibit A** when accessed and used in accordance with the User's Guide. Frost Solutions warrants that the Hardware will be free from material defects in materials or workmanship for the period from start date specified in a relevant Order Form and continues for the period specified in any Order Form to Customer; provided the Hardware is used in conformity with the operating instructions and the warranty expressly disclaims physical damage to the Hardware and damage from adverse weather or environmental sources. Frost Solutions does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in **Exhibit A**.

8.3 Customer's exclusive remedies for breach of the warranties provided herein shall be the repair or replacement of the non-conforming Application Services, Hardware or Professional Services. Any claim for breach of warranty shall be made by providing written notice thereof to Frost Solutions together with a detailed explanation of the purported error. If repair or replacement is not possible within forty-five (45) days following Frost Solutions' receipt of written notice of a breach of the warranty, Customer may terminate the license to the defective Application Services (excluding Hardware) by providing written notice of the same to Frost Solutions. Customer shall then be entitled to receive a refund of the fees paid by Customer for the Application Services that are pre-paid and unused, for the period after termination.

8.4 EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THEIR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICES, NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY EITHER PARTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, FROST SOLUTIONS MAKES NO WARRANTY OF ANY KIND THAT THE APPLICATION SERVICES, PROFESSIONAL SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

## **9. LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING FROM THE PARTIES INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR

SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL FROST SOLUTIONS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED AMOUNTS ACTUALLY PAID OR PAYABLE BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

## **10. INDEMNIFICATION**

10.1 Frost Solutions will defend, indemnify and hold Customer harmless against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (the "**Losses**") incurred by Customer in connection with any actions, suits, proceedings, or claims made or brought by a third party against Customer alleging that the Application Services (excluding Hardware) infringes any U.S. intellectual property right of any third party, provided that Customer (a) gives prompt written notice of any such claim to Frost Solutions; (b) gives to Frost Solutions sole control of the defense and resolution of such claim; and (c) provides reasonable information and assistance to Frost Solutions in defending such claim.

10.2 If the Application Services (excluding Hardware) is held to infringe, or in Frost Solutions' opinion the Application Services is likely to be held to infringe any Intellectual Property rights of a third party, Frost Solutions may at its sole discretion and expense, either: (a) secure the right for Customer to continue use of the infringing Application Services; (b) replace or modify the infringing Application Services to make it non- infringing, provided such Application Services contains substantially similar functionality; or (c) terminate the licenses to the infringing Application Services modules granted hereunder. If Frost Solutions elects to terminate the Application Services Subscription under the foregoing provision, as Customer's sole and exclusive remedy, Frost Solutions shall refund to Customer any unused, prepaid license fees for the infringing Application Services modules indicated on the related Order Form. This Section 10.2 shall not apply to the extent that the alleged infringement arises from (x) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Frost Solutions or authorized by Frost Solutions in writing; (y) modifications to the Services not made by Frost Solutions; or (z) Customer Data.

10.3 Customer shall indemnify, hold harmless, and, at Frost Solutions' option, defend Frost Solutions from and against any Losses resulting from any actions, suits, proceedings, or claims made or brought by a third party against Frost Solutions (a) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or (b) based on Customer's or any authorized user's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by Frost Solutions or authorized by Frost Solutions in writing; or (iv) modifications to the Services not made by Frost Solutions, provided that Customer may not settle any third-party claim against Frost Solutions unless Frost Solutions consents to such settlement, and further provided that Frost Solutions will have the right, at its option, to defend itself against any such third-party claim or to participate in the defense thereof by counsel of its own choice.

10.4 THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND FROST SOLUTIONS' SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

## 11. TERM AND TERMINATION

11.1 This Agreement commences on the start date specified in a relevant Order Form and continues for the period specified in any Order Form unless sooner terminated as provided in this Agreement (the “**Initial Term**”). At the end of the Initial Term or any then-current Term (as defined below), unless either party notifies the other party upon written notice of its intent not to renew at least thirty (30) days prior to the expiration of the Initial Term or the then-current Term, this Agreement and applicable Order Form will automatically renew for the same period of time as the initial Order Form (each a “**Renewal Term**”). Collectively, the Initial Term and any Renewal Terms are referred to as “Term.” In addition, prior to the expiration of any Term, Frost Solutions shall have the right to change the terms and conditions of this Agreement and any Order Form for any subsequent Renewal Term, in which case it shall notify Customer of such intent by written notice at least thirty (30) days prior to the expiration of the then-current Term and the parties shall enter into re-negotiation.

11.2 Either Customer or Frost Solutions may terminate this Agreement and any or all Order Forms as a result of a material breach of this Agreement by the other party, if (a) such party provides written notification to the other party of the material breach, and (b) such material breach is not cured or resolved within thirty (30) days of notification, or, in the case of a failure to pay fees in a timely manner by Customer, the material breach is not cured or resolved in a fifteen (15) day period.

11.3 Customer may terminate any Order Form at any time, however termination pursuant to this Section 11.3 shall not result in any refund of payments made or payable to Frost Solutions during the current Term, but only results in the termination of automatic renewals and any future payments caused by such automatic renewals no longer being due to Frost Solutions.

11.4 Upon expiration of the Term or termination of this Agreement or any Order Form, Customer’s access and use of the Application Services and all of Customer’s licenses and rights under this Agreement and/or the relevant Order Forms shall cease immediately.

11.5 In the event of expiration or termination of this Agreement, Customer shall immediately return all Hardware to Frost Solutions and shall be responsible for any costs and expenses associated with returning the Hardware to Frost Solutions. If Customer fails to return any unit of Hardware or any unit of Hardware is damaged and requires replacement upon receipt by Frost Solutions, Customer shall be invoiced the amount for replacing such unit(s), which is four (4) times the annual contract price for such unit(s).

## 12. PUBLICITY

Customer hereby agrees, subject to Customer’s review and approval, which approval shall not be unreasonably withheld or delayed, to: (a) allow Frost Solutions to use Customer’s name and logo in Frost Solutions’ customer list, on Frost Solutions’ web site, and in Frost Solutions’ marketing materials; and (b) allow Frost Solutions to reference Customer in a press release that announces Customer’s decision to use the Application Services.

## 13. SURVIVING PROVISIONS

This Section 13 and Sections 1, 5, 6, 7, 8.4., 9, 10, and 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

## 14. MISCELLANEOUS

14.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, supersedes all prior agreements and Customer purchase order terms, whether written or oral, and supersedes and merges all prior discussions between the parties. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Exhibit or Order Form, the terms of this Agreement shall prevail unless expressly stated otherwise in the applicable Exhibit or Order Form. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other Customer order documentation (excluding Order Forms and Statements of Work) or in any Frost Solutions documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. The language used in this Agreement shall be deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to rights granted herein or to any term of condition of this Agreement.

14.2 All notices under this Agreement shall be in writing. Notices to Frost Solutions shall be addressed to the attention of its President and shall be deemed to have been given upon the second (2<sup>nd</sup>) business day after sending email to [contracts@frostsolutions.io](mailto:contracts@frostsolutions.io). Notices to Customer shall be addressed to Customer's signatory of this Agreement unless otherwise designated on the signature page, and shall be deemed to have been given upon (a) personal delivery; (b) the second (2<sup>nd</sup>) business day after mailing; (c) the second (2<sup>nd</sup>) business day after sending by confirmed facsimile; or (d) the second (2<sup>nd</sup>) business day after sending by email.

14.3 The parties are independent contractors. Nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

14.4 In no event shall either party be liable to the other party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

14.5 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms and SOWs), without consent of the other party, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party or to an Affiliate of such competitor. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.6 No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

14.7 If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such

term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.8 This Agreement is governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.

14.9 This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

*(Signature page follows)*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**FROST SOLUTIONS, LLC**

**Customer: Greenfield, WI**

By: \_\_\_\_\_

Name: Mike Kirsh

Title: Owner

By: \_\_\_\_\_

Name:

Title:

## **EXHIBIT A**

### **SERVICE LEVEL AGREEMENT**

#### **AVAILABILITY**

Frost Solutions shall use commercially reasonable efforts to make the Application Services generally available twenty four (24) hours a day, seven (7) days a week at a rate of 75% uptime, ("**Uptime Commitment**") except for: (i) planned downtime, which shall be any period for which Frost Solutions provides at least eight (8) hours' notice that the Application Services will be unavailable; (ii) any unavailability caused by circumstances beyond Frost Solutions' reasonable control, including without limitation, computer or telecommunications failure or delays involving hardware or software not within Frost Solutions' possession or reasonable control, and network intrusions or denial of service attacks; (iii) any period of unavailability lasting sixty (60) minutes or less; or (iv) a disruption in the connection between the server on which Application Services is located based on a failure of Customer's connection to the public Internet or a general failure of the public Internet not related specifically to Application Services' infrastructure. If Frost Solutions fails to meet the Uptime Commitment for two (2) consecutive calendar months or fails to meet the Uptime Commitment for any three (3) calendar months within any twelve (12) month period, then by notice given within thirty (30) days after the end of the month which triggered Customer's right of termination, Customer may terminate this Agreement, and receive a refund of any pre-paid fees for periods after the effective date of termination. The provisions of this Service Level Agreement state Customer's sole and exclusive remedy for any service level deficiencies of any kind.

#### **SUPPORT**

Frost Solutions will use commercially reasonable efforts to provide Application Services support to Customer comprised of (i) on-line access to the Frost Solutions support at [support@frostsolutions.io](mailto:support@frostsolutions.io); and (ii) Frost Solutions' telephone support at 312-767-9423. Frost Solutions will use commercially reasonable efforts to respond to Customer's inability to access the Application Services or a component of the Application Services which had previously performed as expected within the guidelines laid out above.

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Frost Solutions, LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**276 E Deerpath Rd #627**

**6** City, state, and ZIP code  
**Lake Forest, IL 60045**

**7** List account number(s) here (optional)

**8** Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

|  |  |  |   |  |  |   |  |  |  |  |  |
|--|--|--|---|--|--|---|--|--|--|--|--|
|  |  |  | - |  |  | - |  |  |  |  |  |
|--|--|--|---|--|--|---|--|--|--|--|--|

**or**

**Employer identification number**

|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 8 | 8 | - | 2 | 7 | 7 | 4 | 7 | 2 | 3 |
|---|---|---|---|---|---|---|---|---|---|

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ► *Mike Kish*

Date ► 03-16-2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

PACKETS FOR            WEDNESDAY, 9 / 27 / 2023            FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

|           |           |          |            |
|-----------|-----------|----------|------------|
| AP CHECKS | 9/15/2023 | \$       | 264,192.74 |
| AP CHECK  | 9/22/2023 | \$       | 354,526.44 |
|           |           | TOTAL \$ | 618,719.18 |

CC: PAULA

CC: FINANCE FOLDER

Calculations as of 08/31/2023

| ACCOUNT CLASSIFICA<br>AND<br>FUNCTION            | DESCRIPTION                    | 2022<br>ACTIVITY  | 2023<br>ORIGINAL<br>BUDGET | 2023<br>ACTIVITY<br>THRU 08/31/23 | BALANCE<br>REMAINING |
|--------------------------------------------------|--------------------------------|-------------------|----------------------------|-----------------------------------|----------------------|
| <b>ESTIMATED REVENUES</b>                        |                                |                   |                            |                                   |                      |
| TAXES                                            | TAXES                          | 19,668,963        | 20,139,625                 | 20,146,024                        | (6,399.00)           |
| INTGOV                                           | INTERGOVERNMENTAL              | 4,201,440         | 4,180,894                  | 2,895,361                         | 1,285,533.00         |
| L&P                                              | LICENSES AND PERMITS           | 1,298,719         | 1,219,300                  | 862,564                           | 356,736.00           |
| FINES                                            | FINES-FORFEITS-PENALTIES       | 690,209           | 803,000                    | 537,480                           | 265,520.00           |
| CHRG                                             | PUBLIC CHARGE FOR SERVICE      | 2,120,576         | 1,960,500                  | 1,561,549                         | 398,951.00           |
| INT CHRG                                         | INTERGOVERNMENTAL CHARGES      | 1,365,014         | 1,353,727                  | 714,432                           | 639,295.00           |
| MISC REV                                         | MISCELLANEOUS REVENUE          | 370,911           | 382,969                    | 382,925                           | 44.00                |
| OTH FIN                                          | OTHER FINANCING SOURCES        | 73,705            | 748,276                    |                                   | 748,276.00           |
| <b>TOTAL ESTIMATED REVENUES</b>                  |                                | <b>29,789,537</b> | <b>30,788,291</b>          | <b>27,100,335</b>                 | <b>3,687,956.00</b>  |
| <b>APPROPRIATIONS</b>                            |                                |                   |                            |                                   |                      |
| GENERAL                                          | GENERAL GOVERNMENT             | 3,831,659         | 4,051,447                  | 2,748,054                         | 1,303,393.00         |
| PS                                               | PUBLIC SAFETY                  | 19,126,618        | 20,227,742                 | 12,781,110                        | 7,446,632.00         |
| PW                                               | PUBLIC WORKS                   | 3,874,226         | 3,981,096                  | 3,045,176                         | 935,920.00           |
| HHS                                              | HEALTH AND HUMAN SERVICES      | 911,629           | 976,750                    | 410,047                           | 566,703.00           |
| CRE                                              | CULTURE, REC AND EDUCATION     | 1,139,612         | 1,293,176                  | 780,554                           | 512,622.00           |
| PD                                               | PLANNING AND DEVELOPMENT       | 200,050           | 243,080                    | 120,024                           | 123,056.00           |
| OTHER                                            | OTHER FINANCING SOURCES (USES) | 360,558           | 15,000                     | 84,118                            | (69,118.00)          |
| <b>TOTAL APPROPRIATIONS</b>                      |                                | <b>29,444,352</b> | <b>30,788,291</b>          | <b>19,969,083</b>                 | <b>10,819,208.00</b> |
| <b>NET OF REVENUES/APPROPRIATIONS - FUND 010</b> |                                | <b>345,185</b>    |                            | <b>7,131,252</b>                  | <b>7,131,252.00</b>  |
| BEGINNING FUND BALANCE                           |                                | 9,115,224         | 9,460,411                  | 9,460,411                         |                      |
| ENDING FUND BALANCE                              |                                | 9,460,409         | 9,460,411                  | 16,591,663                        |                      |