VILLAGE OF ALLOUEZ

Allouez Village Hall ◦ 1900 Libal Street ◦ Green Bay, Wisconsin 54301-2453
Phone No.: (920) 448-2800 ◦ Fax No.: (920) 448-2850

Department of Public Works

Date: 10/28/26

WATER UTILITY CUSTOMER PORTAL – AQUAHAWK SERVICE AGREEMENT

The Public Service Commission–approved Water Utility rate increase includes a move from monthly to quarterly billing of sanitary, water, and storm services. The new rates and the move to quarterly billing will take effect January 1st, 2027.

To help customers identify unusual water use and avoid excessive bills following the move to quarterly billing, Village staff reviewed the addition of a customer portal connected to the existing Advanced Metering Infrastructure (AMI) system. The customer portal would allow customers to view current and historical water usage. Staff contacted seven neighboring municipalities and found that six offer a portal system with real-time water-use monitoring.

Staff has received a proposal from AquaHawk to provide a customer portal incorporating data from the Village's Sensus AMI system. AquaHawk's secure portal will provide the following:

- Consumption data – current and historical
- Leak notifications – excess consumption
- Threshold notifications
- Bill estimating

Pricing for the AquaHawk customer portal services consists of the following:

- One-time setup fee
- Annual subscription

The first-year cost and subsequent annual subscription costs are as follows:

- 2027 – Year 1 cost, including the setup fee and annual subscription: $19,372
- 2028 and thereafter – Annual subscription: $11,872, subject to annual rate increases. The annual price per customer in Year 2 is approximately $2.00.

Material and postage cost savings associated with moving to quarterly billing will help the Utility cover customer portal expenses.

Suggested Motion:

The Public Works Committee recommends that the Village Board approve the AquaHawk Service Agreement, which includes a one-time setup fee and an annual subscription fee.

AQUAHAWK "SOFTWARE-AS-A-SERVICE" MANAGED SERVICES AGREEMENT

This agreement ("Agreement") is entered into, to be effective as of January 1, 2027 ("Effective Date"), by and between Village of Allouez located at: WI ("Customer"), and American Conservation & Billing Solutions, Inc. (AmCoBi) located at: P.O. Box 51356, Colorado Springs, CO, 80949 ("Service Provider").

RECITALS

WHEREAS, Customer requires hosted third-party "software-as-a-service" (the "Services," as further described herein) with respect to certain of its information technology needs;

WHEREAS, Service Provider has experience and expertise in the business of providing the Services;

WHEREAS, based on Service Provider's knowledge and experience relating to such Services, Customer has selected Service Provider to manage and provide the Services;

WHEREAS, Service Provider wishes to perform the Services and acknowledges that the successful performance of the Services and that the security and availability of Customer's data ("Customer Data," as further described herein) are critical to the operation of Customer's business; and,

WHEREAS, Service Provider has agreed to provide the Services to Customer, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. THE SERVICES

1.1 Purpose; Term.

This Agreement sets forth the terms and conditions under which Service Provider agrees to license certain hosted "software-as-a-service" and provide all other services, data import / export, monitoring, support, change management, technology upgrades, and training necessary for Customer's productive use of such software (the "Services"), as further set forth on Exhibit A (sequentially numbered) attached hereto. The Agreement and each Exhibit A shall remain in effect unless terminated as provided herein.

1.1.1 Authorized Users.

Unless otherwise limited on an Exhibit A, Customer and any of its employees, agents, contractors, or suppliers of services that have a need to use the Services for the benefit of Customer shall have the right to operate and use the same.

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1.2 Control of Services.

The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of Customer.

1.3 Time of Service Provider Performance of Services.

For the term of the applicable Exhibit A, as the same may be amended, Service Provider shall provide the Services during the applicable service term and in accordance with the applicable Service Levels, as described in an Exhibit A, time being of the essence.

1.4 Non-exclusivity.

Nothing herein shall be deemed to preclude Customer from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by Service Provider hereunder.

1.5 Change Control Procedure.

Customer may, upon written notice, request increases or decreases to the scope of the Services under an Exhibit A. If Customer requests an increase in the scope, Customer shall notify Service Provider, and, after receiving the request, Service Provider shall notify Customer whether or not the change has an associated cost impact. If Customer approves, Customer shall issue a change control, which will be executed by the Service Provider.

2. TERM AND TERMINATION

2.1 Term.

Unless this Agreement is terminated earlier in accordance with the terms set forth in this Section, the term of this agreement as laid out in an Exhibit A (the "Initial Term") shall commence on the Effective Date and continue as laid out in an Exhibit A. Following the Initial Term, an Exhibit A shall automatically renew for successive one-year terms (each, a "Renewal Term") until such time as Customer provides Service Provider with written notice of termination; provided, however, that: (a) such notice be given no fewer than thirty (30) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. "Term" shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term.

2.2 Termination for Cause.

If either party materially breaches any of its duties or obligations hereunder, including two periods of successive failure of Service Provider to meet a Service Level, and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, then the non-breaching party may terminate this Agreement or an Exhibit A for cause as of a date specified in such notice.

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2.3 Payments Upon Termination.

Upon the expiration or termination of this Agreement or an Exhibit A for any reason, Customer shall pay to Service Provider all amounts due and payable hereunder.

2.4 Return of Materials.

Upon expiration or earlier termination of this Agreement or an Exhibit A, each party shall: (a) promptly return to the other party, or certify the destruction of any of the following of the other party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner. This Section shall survive the termination of this Agreement.

3. TERMINATION ASSISTANCE SERVICES

Provided that this Agreement or an Exhibit A has not been terminated by Service Provider due to Customer's failure to pay any amount due Service Provider, Service Provider will provide to Customer and / or to the supplier selected by Customer (such supplier shall be known as the "Successor Service Provider"), at Customer's sole cost and expense, assistance reasonably requested by Customer in order to effect the orderly transition of the applicable Services, in whole or in part, to Customer or to Successor Service Provider (such assistance shall be known as the "Termination Assistance Services") during the ninety (90) calendar day period prior to, and / or following, the expiration or termination of this Agreement or an Exhibit A, in whole or in part (such period shall be known as the "Termination Assistance Period"). Provided that Service Provider and Customer agree as to price and scope of Service Provider's provisioning of Termination Assistance Services, such Termination Assistance Services may include:

3.1

Developing a plan for the orderly transition of the terminated or expired Services from Service Provider to Customer or the Successor Service Provider;

3.2

Providing reasonable training to Customer staff or the Successor Service Provider in the performance of the Services then being performed by Service Provider;

3.3

Using commercially reasonable efforts to assist Customer, at Customer's sole cost and expense, in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Service Provider in connection with the Services;

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3.4

Using commercially reasonable efforts to make available to Customer, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Service Provider in connection with the Services; and,

3.5

Such other activities upon which the parties may agree.

3.6

The provisions of this Section shall survive the termination of this Agreement.

4. SERVICES LEVELS

4.1 Service Levels Reviews.

Service Provider and Customer will meet as often as shall be reasonably requested by Customer, but no more than monthly, to review the performance of Service Provider as it relates to the Service Levels further described in Exhibit A.

4.2 Failure to Meet Service Levels.

As further described in Exhibit A, in the event Service Provider does not meet any of the requisite Service Levels, Service Provider shall use its best efforts to ensure that any unmet Service Level is subsequently met. Notwithstanding the foregoing, Service Provider will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.

5. FEES AND EXPENSES

Customer shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A, subject to the terms and conditions contained therein. Any sum due Service Provider for Services performed for which payment is not otherwise specified shall be due and payable upon receipt by Customer of an invoice from Service Provider.

5.1 Billing Procedures.

Unless otherwise provided for under an Exhibit A, Service Provider shall bill to Customer the sums due pursuant to an Exhibit A by Service Provider's invoice, which shall contain: (a) Customer purchase order number, if any, and invoice number; (b) description of Services rendered; (c) the Services fee or portion thereof that is due; (d) taxes, if any; and, (e) total amount due. Service Provider shall forward invoices in email format to: **angie.cepeda@villageofallouezwi.gov**. All payments shall be made via Automated Clearing House (ACH) transfer, electronic funds transfer (EFT), or other electronic payment method accepted by Service Provider.

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5.2 Credits.

Any amounts due from Service Provider may be applied by Customer against any fees due to Service Provider. Any such amounts that are not so applied shall be paid to Customer by Service Provider within ninety (90) days following Customer's request.

5.3 Taxes.

Service Provider represents and warrants that it is a corporation for purposes of federal, state, and local employment taxes. Service Provider agrees that Customer is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider. Any and all taxes, interest or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.

5.4 Fee Adjustments.

Service Provider reserves the right to adjust fees upon the commencement of any Renewal Term to reflect increases in the cost of providing the Services, including but not limited to changes in the Consumer Price Index for All Urban Consumers (CPI-U) as published by the U.S. Bureau of Labor Statistics.

6. CUSTOMER RESOURCES AND SERVICE PROVIDER RESOURCES

In accordance with the terms set forth in Exhibit A, each party shall provide certain resources (Customer Resources and Service Provider Resources, as the case may be) to the other party as Customer and Service Provider may mutually deem necessary to perform the Services.

6.1 Service Provider Resources.

In addition to any Service Provider Resources described in an Exhibit A, the Service Provider shall, at a minimum, provide all of the resources necessary to ensure that the Services continue uninterrupted, considering the applicable Term and Service Levels, that Customer Data is secure, and provide for a reasonable response time for Customer's users of the Services. Where Service Provider fails to provide such minimal Service Provider Resources, Customer shall have the right to terminate this Agreement or the applicable Exhibit A, with thirty days (30) written notice, in whole or in part, without liability.

7. REPRESENTATIONS AND WARRANTIES

7.1 Mutual Representations and Warranties.

Each of Customer and Service Provider represent and warrant that:

7.1.1

It is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;

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7.1.2

It has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

7.1.3

This Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;

7.1.4

The execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;

7.1.5

It shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,

7.1.6

There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

7.2 By Service Provider.

Service Provider represents and warrants that:

7.2.1

Service Provider is possessed of extensive knowledge with respect to the Services;

7.2.2

Service Provider knows the particular purpose for which the Services are required;

7.2.3

The Services to be performed under this Agreement shall be performed in a competent and professional manner and in accordance with the highest professional standards;

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7.2.4

Service Provider has the experience and is qualified to perform the tasks involved with providing the Services in an efficient and timely manner. Service Provider acknowledges that Customer is relying on Service Provider's representation of its experience and expertise, and that any substantial misrepresentation may result in damage to Customer;

7.2.5

Service Provider will use its best efforts to ensure that no computer viruses, malware, or similar items (collectively, the "Virus") are introduced into Customer's computer and network environment while performing the Services,

7.2.6

The Services and any other work performed by Service Provider hereunder shall be its own work, and shall not infringe upon any United States or foreign copyright, patent, Trade Secret, or other proprietary right, or misappropriate any Trade Secret, of any third party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement.

8. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

8.1 Meaning of Confidential Information.

For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; (c) with respect to information and documentation of Customer, whether marked "Confidential" or not, consists of Customer information and documentation included within any of the following categories: (i) policyholder, payroll account, agent, customer, supplier, or contractor lists; (ii) policyholder, payroll account, agent, customer, supplier, or contractor information; (iii) information regarding business plans (strategic and tactical) and operations (including performance); (iv) information regarding administrative, financial, or marketing activities; (v) pricing information; (vi) personnel information; (vii) products and/or services offerings (including specifications and designs); or, (viii) processes (e.g., technical, logistical, and engineering); or, (d) any Confidential Information derived from information of a party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).

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8.2 Obligation of Confidentiality.

The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement **or as required by the Colorado Public Records law**. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.

8.3 Cooperation to Prevent Disclosure of Confidential Information.

Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

8.4 Remedies for Breach of Obligation of Confidentiality.

Service Provider acknowledges that breach of Service Provider's obligation of confidentiality may give rise to irreparable injury to Customer and the customers of Customer, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Customer may seek termination with thirty (30) days written notice, without penalty to Customer, of this Agreement in whole or in part.

8.5

The provisions of this Section shall survive the termination of this Agreement.

9. PROPRIETARY RIGHTS

9.1 Pre-existing Materials.

Customer acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials") and that the same shall remain the sole and exclusive property of Service Provider.

9.2 Data of Customer.

Customer shall be entitled to an export of Customer Data, at Customer's sole cost and expense, upon the request of Customer and upon termination of this Agreement. Service Provider is provided a license to Customer Data hereunder for the purpose of providing the Services, working with affiliated service providers, including a license to store, record, transmit, maintain, display, aggregate, and otherwise use Customer Data.

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9.3 No License.

Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials.

9.4

The provisions of this Section shall survive the termination of this Agreement.

10. INFORMATION SECURITY

Service Provider acknowledges that Customer may have implemented an information security program (the Customer Information Security Program) to protect Customer's information assets, such information assets as further defined and classified in the Customer Information Security Program (collectively, the "Protected Data"). Where Service Provider has access to the Protected Data, Service Provider acknowledges and agrees to the following.

10.1 Undertaking by Service Provider.

Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of the Protected Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the Protected Data; (iii) protect against unauthorized access to or use of the Protected Data; (iv) ensure the proper disposal of Protected Data; and, (v) ensure that all subcontractors of Service Provider, if any, comply with all of the foregoing. The Customer Information Security Program is Confidential Information of Customer.

10.2 Right of Audit by Customer.

Customer shall have the right to review Service Provider's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, on an ongoing basis from time to time, Customer, at its own expense, shall be entitled to have performed an audit of Service Provider's information security program. In lieu of an audit, upon request by Customer and at Customer's own expense, Service Provider agrees to complete, within forty-five (45) days of receipt, an audit questionnaire provided by Customer regarding Service Provider's information security program.

11. PROPRIETARY RIGHTS INDEMNIFICATION

Service Provider agrees to indemnify, defend, and hold Customer Indemnitees harmless from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Customer Indemnitee, arising out of a claim that the Services infringes or misappropriates any United States or foreign patent, copyright, trade

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secret, trademark, or other proprietary right. In the event that Service Provider is enjoined from delivering either preliminary or permanently, or continuing to license to Customer, the Services and such injunction is not dissolved within thirty (30) days, or in the event that Customer is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the use of the Services, then Service Provider shall: (a) obtain for Customer the right to continue using such Services; (b) replace or modify such Services so that it does not infringe upon or misappropriate such proprietary right and is free to be delivered to and used by Customer; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall provide to Customer the full Termination Assistance Services as specified in this Agreement.

12. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF **ANY APPLICABLE STATUTORY LIMITATIONS OR INSURANCE POLICY LIMITS**, AND PROVIDED FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT; OR, (B) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT. This Section shall survive the termination of this Agreement.

13. GENERAL

13.1 Relationship between Customer and Service Provider.

Service Provider represents and warrants that it is an independent corporation with no authority to contract for Customer or in any way to bind or to commit Customer to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Customer. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent, employee, joint venture, or partner of Customer. In recognition of Service Provider's status as an independent corporation, Customer shall carry no Workers' Compensation insurance or any health or accident insurance to cover Service Provider or Service Provider's agents or staff, if any. Customer shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Service Provider nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of Customer.

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13.2 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of **Colorado** and the federal laws of the United States of America. Service Provider hereby consents and submits to the jurisdiction and forum of the state and federal courts in the State of **Colorado** in all questions and controversies arising out of this Agreement.

13.3 Dispute Resolution.

In the event of any dispute or disagreement between the parties with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either party hereunder, Customer and Service Provider will meet for the purpose of resolving the dispute. If the parties are unable to resolve the dispute within fifteen (15) working days, or as otherwise agreed, either party may then seek whatever remedy is available in law or in equity. The provisions of this Section will not apply to any dispute relating to the parties' obligations of non-disclosure and confidentiality as further described herein.

13.4 Compliance With Laws; Customer Policies and Procedures.

Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall comply with Customer policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider. Without limiting Service Provider's other obligations of indemnification herein, Service Provider shall defend, indemnify, and hold Customer Indemnitees harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from any Customer Indemnitee, on account of the failure of Service Provider to perform its obligations imposed herein.

13.5 Cooperation.

Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Service Provider will cooperate with any Customer supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Customer, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers and shall not commit or permit any act which may interfere with the performance of services by any such supplier.

13.6 Force Majeure.

Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays

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shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section and inform the other party of its plans to resume performance.

13.7 No Waiver.

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

13.8 Notices.

Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.

13.9 Assignment of Agreement.

This Agreement and the obligations of Service Provider hereunder may be assigned in connection with a sale of Service Provider's assets or stock or through merger, an insolvency proceeding or otherwise, with prior written notice to the Customer.

13.10 Counterparts; Facsimile.

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 one and the same Agreement. The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

13.11 Entire Agreement.

This Agreement and its attached exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Customer and Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.

13.12 Cumulative Remedies.

All rights and remedies of Customer herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.

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SIGNATURE PAGE

Executed on the dates set forth below by the undersigned authorized representative of Customer and Service Provider to be effective as of the Effective Date. Additionally, by their signature, the undersigned agree to the terms in Exhibit A, Exhibit B, and Exhibit C

VILLAGE OF ALLOUEZ (CUSTOMER)

Signed: _____

Name: _____

Title: _____

Date: _____

I hereby certify that the necessary provisions have been made to pay the liability which will accrue under this agreement.

Address for Notice:

_____

_____

AMERICAN CONSERVATION & BILLING SOLUTIONS, INC. (SERVICE PROVIDER)

Signed: _____

Name: _____

Title: _____

Date: _____

Address for Notice:

PO Box 51356
Colorado Springs, CO 80949

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EXHIBIT A

AquaHawk

Software-as-a-Service Statement of Managed Services

This Exhibit A - Service Provider's Software-as-a-Service Statement of Managed Services shall be incorporated in and governed by the terms of that certain Managed Services Agreement by and between Village of Allouez ("Customer") and **American Conservation & Billing Solutions, Inc. (AmCoBi)** ("Service Provider") dated January 1, 2027 as amended (the "Agreement"). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement shall prevail.

Services Description	AquaHawk
Support Description	Online support via telephone and e-mail for Allouez staff
Training Description	Online training for Allouez staff
Service Levels	AmCoBi will use commercially reasonable efforts to make AquaHawk available with a monthly uptime percentage of at least 99.5%. Should issues occur, AmCoBi will work diligently and expediently to correct them so as not to negatively impact the Customer.
Customer Resources	The Customer will provide …
Service Provider Resources	The AmCoBi team will provide …
Number of Endpoints	5,600
Services Fees or Rate	See Pricing in Exhibit B
Start Date	January 1, 2027
End Date	January 1, 2028
Renewal	Contract will renew automatically unless AmCoBi receives notification of intent to terminate prior to December 2, 2027

Executed on the dates set above by the undersigned authorized representative of Customer and Service Provider to be effective as of the Start Date.

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EXHIBIT B

AquaHawk Pricing

Pricing for the AquaHawk service is comprised of the following:

- A **one-time setup cost** to configure the system, upload customer information and data, and for initial system training.
- A **monthly cost** for each endpoint in the system. This cost includes ongoing e-mail and telephone support.

	Number of Endpoints	Setup Cost (One-Time)	Monthly Cost	Year 1 Costs (Setup + Annual)	Annual Subscription (Year 2)	Price per Endpoint (Year 2)
AquaHawk	5,600	$7,500.00	$989.33	$19,372.00	$11,872.00	$0.18/mo $2.12/yr
AquaHawk Options		**Setup Cost (One-Time)**	**Monthly Cost**	**Year 1 Costs (Setup + Annual)**	**Annual Subscription (Year 2)**	**Price per Endpoint (Year 2)**
☐ Group Messaging		--	$200.00	$2,400.00	$2,400.00	$0.04/mo $0.43/yr
☐ Managed Notifications		--	$208.33	$2,500.00	$2,500.00	$0.04/mo $0.45/yr

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EXHIBIT C

Project Timeline

The standard setup time for implementing the AquaHawk solution is 45 days. Successful implementation in a 45 day window will depend upon receiving all setup materials which include the following:

- An automated Accounts Export from the Billing system.
- An automated Meter Read export from the AMI system.
- A Rate Sheet including base and tier rates to incorporate into AquaHawk.

NOTE: Any delay in receiving the data as noted above, will directly affect the production start date. The AquaHawk solution will be available following receipt of a complete and accurate set of data as noted above.

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PROPOSAL

An AquaHawk Proposal for:

The Village of Allouez, WI

1.23.2026

Bobby Lee • AquaHawk
PO Box 51356 • Colorado Springs, CO 80949
T. 719.694.1980 - www.AquaHawk.com

PROPOSAL

January 23, 2026

Sean J. Gehin, P.E.
Director of Public Works
Village of Allouez, WI
1900 Libal Street
Green Bay, WI 54301

Hello Sean,

Attached is a proposal for American Conservation & Billing Solutions, Inc. (AmCoBi) to provide the Village of Allouez with a customer portal using the **AquaHawk ™** solution and incorporating data from the Village's Sensus AMI system.

This project will provide customers with online access to their consumption data, leak and threshold notifications, and much more. AquaHawk will encourage client self-service, enhance customer service, and improve operational efficiency for your staff. AquaHawk allows your residential, commercial, and industrial customers to understand their water consumption patterns throughout the billing period and provides "My Thresholds" for self-service alerting and notification if their consumption changes.

We build long-term relationships with our clients through open communication, consistently exceeding expectations, and continuously expanding the value of our products and services. We are committed to making a difference in our client's daily work by serving with integrity. Please contact us with any questions.

Sincerely,

Bobby Lee
AquaHawk
Office: (877) 410-0167 x1980
Mobile: (719) 661-6844
E-mail: Bobby@AmCoBi.com

Village of Allouez Background

The Village of Allouez provides water and sewer services to 5,600 meter accounts. The Village has installed a Sensus Advanced Metering Infrastructure (AMI) system to read water meters remotely. The Village is considering implementing a customer portal solution so that consumers may benefit from the information and data recorded by the AMI system.

AmCoBi Background

AmCoBi is a privately held software development and billing company founded in 2009 and based in Colorado Springs, Colorado. AmCoBi has grown rapidly over the years by delivering valuable solutions to municipal utility providers and through a steady stream of referrals. AmCoBi offers customer portal solutions, conservation evaluation services, and utility billing. AquaHawk can easily integrate with AMR, AMI, AMX, and other utility systems.

We currently work with 125 municipal utilities and manage more than 1,000,000 meter accounts in the AquaHawk system.

The AmCoBi Difference

AmCoBi's solutions help utility providers deliver a higher standard of service to their customers and increase customer satisfaction. AquaHawk will encourage customer self-service and is a powerful tool for eliminating high bill complaints and reducing customer service calls and escalations.

Your customers will get a better understanding of how they're using water and be able to manage their expenses more effectively. They can receive timely notifications when leaks or other consumption issues are detected. By making it easy to communicate quickly with customers, in the communications mode they prefer, Allouez can encourage clients to fix leaks or other issues quickly and prevent the property damage or excessive bills they so often cause.

Our team is equipped and motivated to deliver the results you're looking for. You can expect comprehensive capabilities, at affordable prices, with outstanding training and support.

AmCoBi will be a trusted partner throughout this entire project. We are committed to accomplishing **your** objectives. We also know that your requirements will evolve over time. AquaHawk has been architected to support future changes and enhancements.

Numerous capabilities added to AquaHawk have been a direct result of the responses and feedback provided by our clients. The Village of Allouez can have a strong influence in the future development of this system.

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An Expert Team

AmCoBi's software engineering team has decades of experience developing large scale, commercial web and database applications for various industries including utilities, computer networking, manufacturing, retail, and more.

Our engineering team is comprised of six experienced software engineers. All are available to work directly with your utility's employees.

Members of our team have worked for Fortune 500 companies that developed and supported products sold worldwide. Our employees have a wealth of experience implementing large scale technical solutions.

The development team is responsible for building the AquaHawk application. AquaHawk uses the Software-as-a-Service (SaaS) model and is hosted at one of the world's most reliable hosting providers.

The software team will be responsible for configuring AquaHawk, importing account information, integrating AMI and other data, and launching the production site.

AmCoBi's Client Care team will be responsible for managing the scope of work and ensuring that tasks are being completed according to designated timelines, as well as delivering progress reports to the Village of Allouez staff. The team will also provide training and ongoing support.

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AquaHawk is a hosted customer portal solution that enables utilities to present water consumption data to their clients in a secure website. After registering online, customers gain access to their current usage, past usage, and other useful comparisons.

AquaHawk also offers the following capabilities:

- **Leak Detection & Notification**: Employees use this module to notify customers via telephone, text, or e-mail when potential leaks or excess consumption issues have occurred.
- **Estimated Bill**: Customers can see the estimated cost of the water they have already used (anytime during the billing cycle), as well as view a projected end-of-period bill estimate.
- **Threshold Alerting:** Customers can establish a billing or usage threshold ($ or gallons) and be notified when their bill amount and/or consumption exceeds that value.
- **Group Messaging Module**: The utility staff can easily and efficiently inform customers of any water outages, boil notices, past due or shut-off notices. (Additional Fees Required)
- **Payment Options**: Customers can select the Pay Online button and be transferred to your existing payment site or be authenticated into the site via a single sign-on. (Additional Fee Required)

New features are continually added to the AquaHawk application. As an example, enhanced reporting capabilities and features, as well as the addition of a Work Order Management System will be released in the near future.

Intuitive and Easy-to-Learn

AquaHawk was designed to serve a diverse audience with varying degrees of technical ability. It is an intuitive, easy-to-use application that requires minimal training to operate. Your customers will thank you for giving them the tools they need to better understand how they're using water.

In addition, utility employees can be trained on AquaHawk quickly. AquaHawk simplifies complex tasks so customer service and front desk employees can perform them effortlessly.

Affordably Priced

AquaHawk offers comprehensive capabilities at affordable prices. The service agreement may be terminated with a 30-day notice so the onus is on our company to continually earn your business.

Supports Future Customizations

We know that your requirements will evolve over time. AquaHawk has been architected to support future changes and enhancements. In fact, numerous capabilities added to the system have been a direct result of the responses and feedback provided by our clients.

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No Hardware or Software Purchases Required

AquaHawk uses the SaaS or subscription model so the Village of Allouez does not need to purchase or install any hardware or software. Ongoing support and maintenance is provided by AmCoBi. The solution can be deployed quickly -- i.e. within 45 days.

Seamless Data Integration

Usage data can be integrated from the Sensus AMI system and the implementation process is very straightforward.

One of AmCoBi's strengths is exchanging data between AquaHawk and other systems (e.g. billing, accounting, electronic payment services, etc.) to streamline the customer experience and minimize manual data entry. With the Pay Online option, customers can either link to the Village of Allouez payment site or be authenticated into the payment site through a Single Sign-On integration.

Browser-based Operation

A unique instance of AquaHawk will be provided to the Village of Allouez. Authorized staff members and customers operate the system using a standard web browser.

Reliable, High Performance Hosting

AmCoBi uses a reputable, high quality hosting provider for the AquaHawk solution. Their cloud-based computing platform is flexible, cost-effective, and instantly scales as more resources are required. The firm's service is secure, durable, and they maintain industry-recognized certifications and audits such as: ISO 27001 and SAS 70 Type II.

Their data centers have multiple layers of operational and physical security, so you can be sure your data is safe and protected. Moreover, AquaHawk uses a commercial database noted for speed, fault tolerance, and high performance.

Backups are automated and geographically diverse replication prevents any data loss in the event of a hardware failure, network disruption, or large-scale power outage. Disaster recovery is built in.

Comprehensive Training and Support

The AquaHawk system is intuitive, user-friendly, and easy to learn. To ensure, however, that your staff members can manage the application effectively, AmCoBi also provides comprehensive online training and support. Training is available, free of charge, for as long as you use the AquaHawk application. AmCoBi will assign a dedicated account manager, so you'll always be able to reach a live person via telephone or e-mail.

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SCOPE OF WORK

Scope of Work

To initiate this project and make AquaHawk available to Village of Allouez customers, the following tasks need to be completed:

- Configure the AquaHawk portal
- Import customer account information
- Import billing rates and tiers
- Integrate consumption data from the Sensus AMI system
- Provide software training to employees
- Launch the production site and notify customers of the new service
- Provide ongoing support to employees.

The following is a draft timeline for implementing the AquaHawk solution:

Due Date	Task Description	Responsible Party
Week 1	Village of Allouez signs a SaaS Services Agreement to proceed with this project.	Village of Allouez
Week 1	Configure the portal for Village of Allouez.	AmCoBi
Week 2	Import customer account and billing rate information.	AmCoBi
Week 3	Integrate AMI consumption and weather data into AquaHawk.	Sensus & AmCoBi
Week 4	Provide software training to employees.	Village of Allouez & AmCoBi
Week 5	Launch the production site.	Village of Allouez & AmCoBi

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REFERENCES

References

Please feel free to contact the following organizations to learn more about similar projects we've conducted:

Village of Bellevue
Shawn M. Geiger
Utility Manager
2828 Allouez Ave.
Bellevue, WI 54311
(920) 593-5517
sgeiger@villageofbellevue.org

City of De Pere
Mr. Eric Zygarlicke
Water Utility Supervisor
925 S. Sixth Street
De Pere, WI 54115
(920) 339-4063
ezygarlicke@deperewi.gov

City of Appleton
Mr. Nate Loper
Deputy Director of Public Works
100 N. Appleton Street
Appleton, WI 54912
(920) 832-5580
nathan.loper@appleton.org

City of Oshkosh
Mr. Ryan Lemke
Water Distribution Manager
215 Church Ave.
Oshkosh, WI 54903
(920) 232-5332
rlemke@ci.oshkosh.wi.us

AQUAHAWK PRICING

Pricing

Pricing for the AquaHawk service is comprised of the following:

- A **one-time setup fee** to configure the system, upload customer information and data, and for initial system training.
- A **annual or monthly fee** for each endpoint in the system. This fee includes ongoing e-mail and telephone Support.

Description	Number of Endpoints	One-time Setup Fee	Monthly Fee if Annual Fee is paid Monthly	Year 1 Costs Includes Setup Fee + Annual Subscription	Annual Subscription Fee, Yr. 2	Price per Endpoint per Year (Yr. 2+)
AquaHawk	5,600	$ 7,500	$ 989.33	$ 19,372.00	$ 11,872.00	$ 2.12

Optional Modules	Setup Fee (One-time)	Monthly Fee	Total Year 1
Group Messaging - This will provide the Village ofAllouez up to 280 customer contacts per month. If the number of contacts exceeds the set number, the additional fees are, $0.02 per email, $0.05 per text, and $0.10 per AquaVoice call.	N/A	$ 200.00	$ 2,400.00
Managed Services - This optional feature provides AquaHawk to provide notifications to Allouez customers regarding leaks or excess consumption 7 days per week.	N/A	$ 208.33	$ 2,500.00

Pricing Description:

- Initial Installation: As shown above the initial install is the setup fee at $7,500.
- Group Messaging: Group Messaging is a communications feature that uses the same notification elements as the standard notification elements that are part of the system. The fee covers the cost of the communication fees paid by AmCoBi.
- Managed Services: This is a service that has AquaHawk notify Allouez customers of any leaks or excess consumption issues. This feature will also notify customers of any critical or necessary communications.

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AQUAHAWK PRICING

- Training: Training is provided once the AquaHawk system is up and running with actual customer data in the system. The initial training is the Basic Training provided online and will typically last 2 to 3 hours. This training is recorded for future use. The additional trainings are Customer Care and Power User. Charlie Whiteside will cover the additional trainings during the Basic Training.

  Training is free throughout the use of AquaHawk and can be requested at anytime by sending an email to trainging@aquahawk.com. The team will reply with dates and times for the training.

  Once we receive the export from your billing application and the Sensus consumption data the setup will typically take 2 weeks. The timing will be determined by the Accounts Export process from your billing provider. We have integrated with most every billing provider and they know our requirements. Likewise, Sensus will establish a SFTP site where AquaHawk will automatically access the SFTP site to download consumption data per account every 6 hours.

  Group Messaging or Managed Services can be added at any time.

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SUMMARY

Summary

AquaHawk will encourage client self-service, enhance customer service, and improve operational efficiency for your staff. AquaHawk allows your residential, commercial, and industrial customers to understand their water consumption patterns throughout the billing period and provides relevant actionable information allowing your customers to take control of their utility charges.

We commit to making this project a notable success. Let us know how we can best serve you.

Sincerely,

Bobby Lee
AquaHawk

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