



VILLAGE BOARD – MEETING AGENDA

**WHITEFISH BAY VILLAGE HALL
5300 N. Marlborough Dr.
Whitefish Bay, WI 53217**

Monday, March 2, 2026, 6:00 PM

As an alternative to attending in-person, the public may access this meeting of the Village Board by phone or by computer. Please note that those participating remotely will *not* have an opportunity to provide public comment. The phone number is: +1 312 626 6799. The Zoom Meeting code is: **854 6369 2688** and the Passcode is: **267748**.

<https://us06web.zoom.us/j/85463692688?pwd=d0w0WmxVZFpyWThGSXhTejdPNU8vQT09>

- I. Call to Order and Roll Call
- II. Consent Agenda – Upon request of any Trustee, any item may be removed from the Consent Agenda for separate consideration under General Business.
 1. Minutes of the regular meeting held on February 16, 2026.
- III. Report of Village Officers
 1. Village Attorney
 2. Village Manager
 3. Village President
 4. Miscellaneous Trustee
- IV. Petitions and Communications – This is an opportunity for anyone to address the Village Board on any issue NOT on the current agenda. While the Board encourages input from residents of the Village, it may not discuss or act on any issue that is not duly noticed on the agenda.
- V. General Business
 1. Discussion/action on Ordinance No. 1923 amending Municipal Code §8-67 related to Pickleball at Klode Park.
 2. Discussion/action on contract for financial software for special assessment tracking.

VI Adjourn

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. Contact Village Hall at (414) 962-6690. It is possible that members of and possibly a quorum of members of other Boards, Commissions, or Committees of the Village including in particular the Business Improvement District Board may be in attendance at the above stated meeting to gather information; no action will be taken by any other Boards, Commissions, or Committees of the Village except by the Board, Commission, or Committee noticed above. Agendas and minutes are available on the Village website(www.wfbvillage.gov).

A REGULAR VILLAGE BOARD MEETING

A regular meeting of the Board of Trustees of Whitefish Bay was held in-person February 16, 2026.

Pursuant to law, written notice of this meeting was given to the press and posted on public bulletin boards.

I. Call to Order and Roll Call

President Buckley called the meeting to order at 6:02 p.m.

Present: Trustees Dettmann, Haller, Kasper, Saunders, Serebin, Vanevenhoven and President Buckley

Also Present:

- Village Manager – Kelsey McElroy-Anderson
- Village Attorney – Chris Jaekels
- Police Chief – Patrick Whitaker
- Director of Public Works – Matt Collins
- Finance Director/Clerk – Jaimie Krueger
- Director of Building Services – Joel Oestreich
- Library Director – Nyama Reed (via Zoom)
- Deputy Clerk – Erin Granstrom

II. Consent Agenda

It was moved by Trustee Haller, seconded by Trustee Dettmann, to approve the consent agenda with amendment. Motion carried 7-0.

1. Minutes of the regular meeting held on February 2, 2026.
2. Check Register for January, 2025
3. Investment Report for January, 2025.
4. Temporary Beer/Wine Licenses for the fish fry dinners to be held at Holy Family Congregation on February 20th, 27th, March 6th, 13th, 20th, and 27th.
5. Strategic Plan Quarterly Report.
6. Resolution No. 3195 for Migratory Bird Day.

III. Report of the Village Officers

1. Village Attorney – No Report.
2. Village Manager – Stated residents are being asked to not rake leaves in the street at this time, when we do have weather forecasted to allow to collection and how that will occur will be communicated to residents. There is a planned power outage for Village Hall on Wednesday, February 25th from 9 am to 3 pm, likely Village Hall will not be able to provide services that day.
3. Village President – Klode Park Ice Rink is no longer frozen.
4. Miscellaneous Trustee – IT transition has gone smoothly, thanked those who planned and executed the transition.

IV. Petitions and Communications

No Petitions or Communications received.

V. General Business

1. **Presentation by the Whitefish Bay School District on the facilities planning process included including the community survey results and recommendations.**

Whitefish Bay School District Superintendent, Dr. Jamie Foeckler introduced staff, school board member and

consultants in attendance. Dr. Foeckler presented information on the facilities and the challenges to those buildings. The proposed improvements to facilities and the recommendation for a new middle school were described. Project cost, district funds being utilized and the referendum amounts were mentioned. The borrow would be a 20 year borrow and would pay off the 2009 referendum costs. Dr. Foeckler stated ways to reach out to the school district. The frequency of referendums was mentioned and if it would continue in the future. Ben Irwin added that state funding would be a factor that would impact if a referendum would be required in the future. Including efficiencies in this plan to result in reduced future costs were discussed. Timing of the referendum was discussed with mention of the school board's history of being fiscally responsible and the interconnection of these projects. Specific issues that are interwoven were mentioned. An overview of how referendums works in terms of financial restrictions and regulations for school districts. Differences for school districts versus municipal borrowing were highlighted. Current interest rates were discussed. There are two projects, a new building and improving existing buildings, being done at the same time was discussed with community support from the survey results. There was discussion on shared revenue and how it affects this referendum. Impacts on state aid was further discussed. Operational concerns of residents were mentioned and if this referendum would address these concerns. The \$20 million from school district fund balances in three sources were discussed including school board policy addressing fund balances as well as history of the fund balances. Going to referendum versus increasing the levy for a period of time was further discussed. It was mentioned that there is also a land swap of the current middle school building area to the proposed middle school area with the school district stating they anticipate that the district would incur the costs to repurpose the site of the old middle school, however, there would be further future discussions on this topic. Village's process of working with Ehler's to plan future debt and affordability of the lead service line and water main replacement project was mentioned, inquiring if the school district if there has been an analysis has been done for our current property taxes and the referendum. The school district does work with financial advisors and this analysis could be done. Dates of upcoming public information sessions and locations were mentioned.

2. Discussion on the Klode Warming Shelter Renovation/Reconstruction design firm request for proposals.

Director of Public Works, Matt Collins, mentioned this is a project from the Capital Improvement Plan, providing further background on this project and other projects included in the Comprehensive Outdoor Recreation Plan (CORP). Staff is seeking input on the board's input this project. John Wilson, village resident, and daughter Henrietta, were introduced. Henrietta introduced herself and presented ideas for the Klode Park Warming House Project, detailing the process to develop a proposed design. Recurring complaints following interviews were listed. Amenities and features to include in the project were listed. Henrietta provided a sketch of a possible layout of a new warming hut.

Collins sought board input on the placement of the warming hut and band shell. The direction the band shell and if a band shell or stage should be included were discussed including mention of proximity to neighbors and if a permanent structure would increase the occurrence of events. Seeking neighbor input and developing ordinances specific to band shell or stage were mentioned. There was discussion on the decibel's produced by events and how it will impact neighboring residents. Having another rental space in addition to the Cahill Pavilion would be beneficial. Other suggested features included a small kitchen and a concession window. It was mentioned that currently the school district has managed Cahill rentals, however, that process going forward would be reviewed. Adding covered outdoor seating was mentioned to be a beneficial addition to the project.

It was agreed upon that razing the current structure rather than remodeling being the desired by the board.

Possibly removing the parking lot for safety with review of ADA evaluation without a parking lot or having fewer cars was brought up. It was mentioned that ideal setup would be angled parking on Shore Dr. Adding a recreation center was mentioned with staff pointing out the current project cost and the impact of adding a recreation center to the project budget would be much higher cost. Reviewing the CORP plan was mentioned. Discussion of comparison of usage of Klode versus Cahill occurred. Outdoor lighting improvements were

mentioned. Security cameras were mentioned to be included in the project.

Rentable space may be a conflict with normal usage such as for when the ice rink is operating was discussed. Budget is currently \$1.5 million, however, the board was open to adjustments to that amount based on proposals. The level of community engagement was discussed with mention that increased community engagement requires additional time. Civic Foundation input is important and should be included. Conducting a community survey was suggested for getting community input. Providing options for the public to give input was suggested. Including information in the newsletter to bring it to the community's attention that there is plans to work on Klode Park and where to look for future meetings on the topic was suggested. Using the same firm for both Klode and Cahill parks was agreed upon by the board.

3. Discussion/action on the 2026-2030 Village Communication Plan.

Assistant Village Manager, Anna Christopherson, stated this is part of the strategic planning process. The goal of a connected community and how the proposed communication plan accomplishes that was mentioned in addition to core communication goals. External communication portion of the plan was described. Accessibility changes and meeting the Department of Justice requirements by April of 2027 was further discussed. Internal communications in the proposed plan were detailed. Employees checking email was further discussed. In reference to establishing a visual brand it was suggested to pick a standard font to be used that meets accessible requirements.

It was moved by Trustee Saunderr, seconded by Trustee Dettmann that the Village Board adopt the 2026-2030 Village Communication Plan. Motion carried 7-0.

VI. Adjourn

There being no further business, it was moved by Trustee Saunders seconded by Trustee Kasper to adjourn the meeting at 8:04 p.m. Motion carried 7-0.



Erin Granstrom, Deputy Clerk



VILLAGE BOARD MEETING – STAFF REPORT

REPORT TO: Village Board

REPORT FROM: Kelsey McElroy-Anderson, Village Manager

MEETING DATE: March 2, 2026

AGENDA ITEM: Discussion/action on Ordinance No. 1923 amending Municipal Code § 8-67 related to Pickleball at Klode Park

ACTION REQUESTED: Ordinance Resolution Motion Information Only

BACKGROUND

For several years, neighbors have voiced significant concerns regarding pickleball noise at Klode Park. The courts are located less than 50 feet from adjacent residential homes. Pickleball generates a unique acoustic profile characterized by a repetitive, piercing sound that carries differently than other recreational noises.

In 2025, the Village installed sound barriers and reduced playing hours to 8:00 a.m.-8:00 p.m. These measures have not resulted in significant reported improvements for nearby residents.

Last September, the Village Board considered further restricting pickleball hours. That agenda item was tabled with direction for staff to speak with neighbors and players and find a compromise that would address neighborhood impacts while continuing to allow play at Klode Park.

It is the neighbor's strong position that the pickleball courts are too close to residential properties and that pickleball should be re-located to a more suitable location. It is the player's strong position that the courts are located within a Village park and should be readily accessible to the public for pickleball play.

Over the past month, staff met with both pickleball players and neighbors. In addition, a small working group of neighbors and players met in-person and developed the compromise proposal outlined below for Village Board consideration.

This small working group did not include an afternoon player due to scheduling conflicts; however, staff did speak to afternoon players one-on-one prior to and following the small group meeting. Concerns were raised by the afternoon players that specifically the early afternoon (1:00-4:00) is limited to only two days of play in the original compromise. They noted that overall play is much lower at this time and felt the impact to neighbors wasn't as significant during this time when compared to the morning hours.

Enforcement Measures

Enforcement was of high concern to many players and neighbors. Many expressed frustration that the current rules aren't respected and that enforcement will be critical to the success of any proposed changes. Staff recommend the enforcement measures below.

- Install programable magnetic locks with push-button egress capability to allow exit after hours. The courts would be locked, impacting both tennis and pickleball, outside the approved playing hours. The cost to add the magnetic lock to two gates is \$18,232 or \$25,017 for all three gates. 2025 surplus funds could be used to fund this expense.
- A Community Service Officer (CSO) will stop at closing times during the first month to ensure the courts are cleared. After that, the CSO will conduct periodic compliance checks.
- Staff will install additional signage inside and outside the fencing to clearly communicate the permitted hours and note that violations may result in citations.

Original Compromise Proposal

Season of Play

- May 1st through October 15th
- No pickleball play would be permitted outside of these dates.

Hours of Play

- Monday and Thursday: 9:00 a.m. to 7:00 p.m.
- Tuesday, Friday, and Saturday: 9:00 a.m. to 11:30 a.m. and 4:00 p.m. to 7:00 p.m.
- Sunday and Wednesday: No play permitted

Follow-Up Proposals

Following the in-person small working group meeting, the pickleball players who participated in the meeting spoke to a larger group of players. They came back with the below modified proposal for neighbor and Board consideration. They recommended changes to play on Saturday during the summer months and added two hours of play, six days per week, during the winter months.

Pickleball Players Counter

- Summer Season (May 1st through October 15th)
 - Monday, Thursday, and Saturday: 9:00 a.m. to 7:00 p.m.
 - Tuesday and Friday: 9:00 a.m. to 11:30 a.m. and 4:00 p.m. to 7:00 p.m.
 - Sunday and Wednesday: No play permitted
- Winter Season (October 16th through April 30th)
 - Monday through Saturday: Two hours of play daily
 - Sunday: No play permitted

The above counter proposal from the pickleball players was shared with the neighbors. Their response to that proposal is below. The neighbors changed the start time on Thursday and Saturday and defined the play hours during the winter months.

Neighbors Counter

- Summer Season (May 1st through October 15th)
 - Monday: 9:00 a.m. to 7:00 p.m.
 - Thursday and Saturday: 10:00 a.m. to 7:00 p.m.

- Tuesday and Friday: 9:00 a.m. to 11:30 a.m. and 4:00 p.m. to 7:00 p.m.
 - Sunday and Wednesday: No play permitted
- Winter Season (October 16th through April 30th)
 - Saturday and Thursday: 2:00 p.m. to 4:00 p.m.
 - Monday, Tuesday, and Friday: 11:00 a.m. to 1:00 p.m.
 - Sunday and Wednesday: No play permitted

Other Sound Mitigation Concepts

The ideas below were discussed with players and neighbors but ultimately weren't included in the recommended proposal.

- **Quiet Equipment (balls and paddles):** The use of quiet balls and paddles has the potential to reduce overall noise levels in a noticeable way. However, many players expressed concerns regarding playability and did not support an equipment requirement. Because the courts are unsupervised public facilities, enforcing a quiet-equipment mandate would be operationally challenging without dedicated staff presence. As such, the effectiveness of this approach would rely heavily on voluntary compliance and self-enforcement. Players also noted the cost associated with purchasing new paddles and balls, particularly for casual users.
- **Reduce the Number of Nets:** Reducing the number of nets would primarily decrease noise levels during high-volume morning open play periods by limiting the number of simultaneous games. Morning players expressed concern that this approach would significantly constrain open play opportunities and court availability during peak times. Neighbors expressed mixed views regarding whether this measure alone would sufficiently reduce sound impacts; however, indicated support for the concept if implemented in conjunction with reduced hours of play as part of a broader mitigation strategy.
- **Reservation System:** Bayside uses a fee-based reservation system with minimal reported issues. Players strongly opposed this option stating that what they enjoy about Klode Park is that they can just show up and don't have to plan. Some also noted that it's a public park and as residents they shouldn't have to pay to use the park. Neighbors were concerned about enforcement.
- **Court Ambassadors:** Volunteer ambassadors could assist with compliance and education, particularly if quiet equipment was required. This would not independently address sound concerns.
- **Prohibiting Amplified Music:** While not identified as a primary concern, amplified music can contribute to the overall sound environment. Prohibiting amplified music may reduce total noise but would not independently resolve the pickleball-specific concerns.
- **Alternative Court Locations:** Alternative locations at Klode Park, Cahill Park, and Lydell School (owned by the School District) were identified by a pickleball sound consultant as potentially worth exploring. However, each site presents unique constraints and would likely require substantial sound mitigation measures to be viable. For example, the potential Cahill location was on top of the detention basin infrastructure and the Klode Park location would block the vista. Staff has looked for locations and not found one to be suitable. The Village should hire a sound consultant if the Village Board wishes to more formally look for alternative locations, but it seems unlikely that a location with the appropriate setbacks would be identified.
- Additional sound remediation efforts could be explored by hiring a sound consultant but are unlikely to alone to address the challenge at hand.

Implementation

If approved, implementation and enforcement would begin May 1, 2026, allowing sufficient time for installation of magnetic locks and updated signage. The CSO hours will also need to change to assist with enforcement.

REQUESTED ACTION

Staff recommends the Village Board approve Ordinance No. 1923, amending § 8-67 of the Municipal Code and approve \$18,232 to add magnetic locks to two gates on the courts in Klode Park.

ATTACHMENTS

- Proposed redline changes to § 8-67 of the Municipal Code.
- Ordinance No. 1923

Proposed Changes to § 8-67 of the Village Code

§ 8-67. Further rules applicable to Klode Park. [Amended by Ord. No. 1680; 8-5-2019 by Ord. No. 1853; 4-21-2025 by Ord. No. 1916]

- A. No person shall be allowed on the three rock breakwaters at any time.
- B. Swimming will be at the individual's own risk.
- C. No fishing is allowed.
- D. ~~Use of tennis courts/pickleball courts for the purpose of pickleball is prohibited after 8 p.m. and before 8 a.m.~~ It shall be unlawful to play pickleball on the tennis/pickleball courts outside of the following hours:
 - (1) May 1 through October 15 of each calendar year:
 - (a) Monday: 9:00 a.m. to 7:00 p.m.
 - (b) Tuesday: 9:00 a.m. to 11:30 a.m. and 4:00 p.m. to 7:00 p.m.
 - (c) Wednesday: No pickleball play permitted
 - (d) Thursday: 10:00 a.m. to 7:00 p.m.
 - (e) Friday: 9:00 a.m. to 11:30 a.m. and 4:00 p.m. to 7:00 p.m.
 - (f) Saturday: 10:00 a.m. to 7:00 p.m.
 - (g) Sunday: No pickleball play permitted
 - (2) October 16 through April 30 of each calendar year:
 - (a) Monday: 11:00 a.m. to 1:00 p.m.
 - (b) Tuesday: 11:00 a.m. to 1:00 p.m.
 - (c) Wednesday: No pickleball play permitted
 - (d) Thursday: 2:00 p.m. to 4:00 p.m.
 - (e) Friday: 11:00 a.m. to 1:00 p.m.
 - (f) Saturday: 2:00 p.m. to 4:00 p.m.
 - (g) Sunday: No pickleball play permitted
- E. Sledding, tobogganing, skiing and the use of any other form of downhill locomotion on snow (other than on foot) on the hill below the top of the bluff is prohibited.
- F. The launching, landing, or beaching of motorized boats or similar devices are prohibited. No vehicles or trailers are allowed to drive on multiuse pathways to access Village owned beach

property unless by authorized personnel. No motorized watercraft are permissible to be beached on the shores of Klode Park.

ORDINANCE NO: 1923

AN ORDINANCE AMENDING SECTION 8-67 OF THE MUNICIPAL CODE RELATED TO PICKLEBALL AT KLODE PARK

The Village Board of the Village of Whitefish Bay, Milwaukee County, Wisconsin does ordain as follows:

Section One: Section 8-67 of the Municipal Code “Further rules applicable to Klode Park” is hereby amended to include the following:

D. It shall be unlawful to play pickleball on the tennis/pickleball courts outside of the following hours:

(1) May 1 through October 15 of each calendar year:

- (a) Monday: 9:00 a.m. to 7:00 p.m.
- (b) Tuesday: 9:00 a.m. to 11:30 a.m. and 4:00 p.m. to 7:00 p.m.
- (c) Wednesday: No pickleball play permitted
- (d) Thursday: 10:00 a.m. to 7:00 p.m.
- (e) Friday: 9:00 a.m. to 11:30 a.m. and 4:00 p.m. to 7:00 p.m.
- (f) Saturday: 10:00 a.m. to 7:00 p.m.
- (g) Sunday: No pickleball play permitted

(2) October 16 through April 30 of each calendar year:

- (a) Monday: 11:00 a.m. to 1:00 p.m.
- (b) Tuesday: 11:00 a.m. to 1:00 p.m.
- (c) Wednesday: No pickleball play permitted
- (d) Thursday: 2:00 p.m. to 4:00 p.m.
- (e) Friday: 11:00 a.m. to 1:00 p.m.
- (f) Saturday: 2:00 p.m. to 4:00 p.m.
- (g) Sunday: No pickleball play permitted

Section Two: All ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby and to such extent repealed.

Section Three: This ordinance shall take effect on May 1, 2026, following its passage and posting as required by law.

PASSED AND ADOPTED by the Village Board of Trustees of the Village of Whitefish Bay this
___ day of _____, 2026.

VILLAGE OF WHITEFISH BAY

Kevin Buckley, Village President

Jaimie Krueger, Village Clerk



Village of Whitefish Bay
5300 N. Marlborough Drive
Whitefish Bay, Wisconsin 53217

Phone: 414-962-6690

Fax: 414-962-5651

Memorandum

To: Village President Buckley and Members of the Village Board
From: Jaimie Krueger, Finance Director/Clerk
Date: February 24, 2026
Re: Special Assessment Software

The Village currently has only a handful of special assessments that are tracked in Excel. There will be a large increase in special assessments in 2026 and beyond related to lead service line replacements. Starting in 2027, there will be ~180 additional special assessments per year. Given the increase in special assessments, we would like to acquire software from BS&A to assist in tracking. The software will calculate installments, interest, and outstanding balances. We have been utilizing BS&A since 2013 for other functions. The special assessment software will integrate directly with General Ledger and Cash Receipting. Residents will also be able to make payments online via BS&A payments.

Costs

The costs will be covered by water utility rates. \$3,920 is invoiced upon execution of the agreement and remainder is due in 2027. We would only be invoiced for the training time used. Staff anticipates only needing one day of training versus the two proposed which, would reduce the one-time fee by approximately \$1,425.

Annual fee: \$3,430

One-time fees: \$8,195 (covers implementation, training, project management, etc.)

Contingency: \$4,000

The contingency fee is specific to the special assessment module as some projects are complicated and require customization. We do not anticipate using the contingency.

Timeline

BS&A is seeing high demand related to their special assessment product. We would go live in 2027 with the product. Special assessments related to 2026 PPII will be tracked in Excel in 2026 and moved to BS&A in 2027.

Recommendation

Motion to approve the contract with BS&A Software LLC for Special Assessment Software

SOFTWARE AS A SERVICE ADDENDUM

This Software as a Service ("SaaS") Addendum including attached Exhibits ("Addendum"), including the attached Exhibits entered into by and between BS&A Software LLC ("BSA") a Delaware corporation and the **Village of Whitefish Bay, Milwaukee County WI** ("Customer") effective the date of the signature of the last Party to sign the Addendum ("Effective Date"). Each party to the Addendum is referred to as a "Party" and the parties, collectively, are referred to as "Parties".

This Addendum modifies the previous SaaS Agreement ("Agreement") between the Parties to include the subscription to additional BSA Software Products, as shown in Exhibit 1 to this Addendum.

1. Scope of Use.

Subject to the terms and conditions of the Agreement, as modified by this Addendum, and during the subscription term for the additional modules shown in Exhibit 1 to this Addendum, Customer may use the included BSA Software Products solely for Customer's internal business purposes.

2. SaaS Fees.

Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the rights granted herein, the fees set forth in Schedule A to Exhibit 1 in addition to the fees previously stated in the Agreement. SaaS fees stated in Schedule A to Exhibit 1 shall be prorated for the initial year to align with the scheduled billing for existing modules. The exact prorated amount will be known and determined at the time that the Subscription Start Date for the modules from this Addendum is determined.

3. Differences from SaaS Agreement.

- 3.1. The Limited Professional Services Warranty shall apply separately to the Professional Services rendered under the Agreement and those rendered under this Addendum.
- 3.2. The Maintenance and Support for BSA Software Products subscribed to under this Addendum shall be modified to state that the initial subscription fee for the BSA Software Products, as shown in Exhibit 1 shall be prorated from the prices stated in Exhibit 1 based upon the number of months from the Subscription Start Date until the next renewal period in order to align the billing schedule of the BSA Software Products subscribed to under this Addendum with those subscribed to under the Agreement.
- 3.3. The Maintenance and Support for BSA Software Products subscribed to under this Addendum shall additionally be modified to state that the SaaS fees will for the BSA Software Products, as shown in Schedule 2 will be payable with the next scheduled renewal of existing BSA Software Products.
- 3.4. The Maintenance and Support for BSA Software Products subscribed to under this Addendum, shall additionally be modified to state that the SaaS fees for modules purchased under this Addendum will not change until the next renewal period after the Subscription Start Date for the BSA Software Products purchased under this Addendum. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than the greater of (i) five percent (5%) or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then current Term.
- 3.5. The Limitation on Liability and Damages shall apply separately to the BSA Software Products subscribed to in the Agreement and those subscribed to in this Addendum.
- 3.6. The Contract Term for this Addendum shall extend from the Activation Date of the modules subscribed to under this Addendum, until the renewal period for the BSA Software Products previously subscribed to under the Agreement and prior Addendums.

4. **Addendum Documents and Order of Precedence.** The text of the Agreement, as modified by this Addendum, shall control over any inconsistent text in any of the Exhibits or Schedules. The Addendum includes the following Exhibits and Schedules.

Exhibit 1 – Payment Terms Generally

Schedule A to Exhibit 1 – SaaS/Interface/Customization Fees

Schedule B to Exhibit 2 – Professional Service Fees

CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ THIS ADDENDUM, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING THIS ADDENDUM HAS BEEN AUTHORIZED TO DO SO.

BS&A SOFTWARE LLC

By: _____

Name: _____

Title: _____

Date: _____

VILLAGE OF WHITEFISH BAY, MILWAUKEE COUNTY WI

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1

Payment Terms

1. Customer shall pay BSA within thirty (30) days of invoice. Payments not received within fifteen (15) days of the due date shall be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the unpaid balance from the date due until the date payment is received
2. Any amount not subject to good faith dispute and not paid within fifteen (15) days of the due date of each invoice shall, without prejudice to other rights and remedies, be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
3. BSA shall invoice Customer \$3,920 upon Effective Date for BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule B.
4. BSA shall invoice Customer \$3,430 upon activation of Customer's site for use of the BSA Software Product(s). Such amount equals BSA's SaaS Fees as set forth in Schedule A.
5. BSA shall invoice Customer \$8,275 at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule B.

Schedule A to Exhibit 1

SaaS Fees

(Based on Quote 3316, dated 2/19/2026)

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Cloud Modules - Annual Fee

Property

SPAS-Special Assessments	\$3,430.00
Subtotal	\$3,430.00

Schedule B to Exhibit 1

Professional Services Fees

Data Conversions/Database Setup

No Conversion or Database Setup for:

SPAS-Special Assessments

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

Total **\$3,920.00**

Implementation and Training

- \$1,425/day
- Days quoted are estimates; you are billed for actual days used
- Training days quoted/billed in full day increments only

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Setup Days

ITS Setup – Property Setup Days: 1 \$1,425.00

Total Setup Days: 1 Subtotal: \$1,425.00

Implementation and Training Days

ITS Training - Property Training Days: 2 \$2,850.00

Total Training Days: 2 Subtotal: \$2,850.00

Total Days: 3 Total: \$4,275.00

Contingency

Significant efforts are made by both parties to ensure that the scope of a project such as this is well-defined. Occasionally, unforeseen situations occur, such as customization requests for non-standard functionality, reporting or integration with a third-party system, or the need for additional training due to process changes, staff changes, etc. In order to easily accommodate these situations during your project, BS&A recommends the establishment of a Contingency budget. The Contingency budget allows for unexpected situations to be addressed efficiently, without the need for additional council approval.

Recommended Contingency **\$4,000.00**

Cost Totals

Cloud New Purchase – <i>Annual Fee</i>	Subtotal	\$3,430.00
Project Management and Implementation Planning	Subtotal	\$3,920.00
Implementation and Training	Subtotal	\$4,275.00
Contingency	Subtotal	\$4,000.00

Total Proposed **\$15,625.00**

The final invoice will reflect actual expenses following the completion of training activities based on the guidelines described below.

\$160/\$185/\$225 per day hotel, varies by state
\$90 per day car rental
\$70 per day meals
\$730 per trip airfare/related expenses
\$.70/mile round trip for drive distance

Payment Schedule

1st Payment: **\$3,920** to be invoiced upon execution of this agreement.
2nd Payment: **\$3,430** to be invoiced upon the subscription start date.
3rd Payment: **\$8,275** to be invoiced upon completion of training.