

CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED

Amendment #1

This Amendment #1 dated January 1, 2026 to the Agreement dated June 1, 2025 is between the City of West Allis, a municipal corporation (CLIENT), and City Water LLC, a Wisconsin limited liability company (CONSULTANT), for professional services as further described in this Amendment.

In consideration of the mutual promises contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Replace Item 1 TERMS OF SERVICE in Attachment B - TERMS AND CONDITIONS with the following update:
Services by the CONSULTANT under this Amendment shall commence on January 1, 2026, and continue for a period of one (1) year.
2. Replace Item 2 COMPENSATION in Attachment B - TERMS AND CONDITIONS with the following update:
CITY shall pay CONSULTANT as compensation ("Base Compensation") for the services performed pursuant to this Agreement:
Utility Certified Operator: Hourly fee of \$91
After hours SCADA Monitoring: \$400 per week
If CONSULTANT is called to work outside of normal working hours CONSULTANT shall be paid 1.5 times (2 times on holidays) the Certified Operator hourly fee.

The CONSULTANT will provide a monthly invoice to CITY to process payment and may include time and material billing for the previous month. Payment shall be made by CITY within thirty business days of receipt of the invoice. The hourly and weekly fee will be increased annually at the start of each year. The increase will be at the same percentage as the City's Cost-of-Living Adjustment

CLIENT confirms reading and approving this document in full. This Amendment when executed by CONSULTANT is an offer to perform the SERVICES, and is open for acceptance within 30 days. This Amendment becomes effective on the date CLIENT signs below.

CLIENT: **City of West Allis**

_CONSULTANT: **City Water, LLC**

By: _____

By: _____

Name: Dan Devine - Mayor

Name: Thomas Nennig, President

By: _____

Name: Tracey Utke - City Clerk