

Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday March 5, 2025

6:30pm **Work Study Session**

1. Citizen Public Safety Academy
2. Officials Reports
3. Discussion of Agenda Items

7:00 pm **Regular Meeting**

Pledge of Allegiance

Roll Call: Araj, Ayres-Reiss, Gawlik, George, Graziani, Kuspa, Rauch

Minutes:

1. Work Study Meeting Minutes dated February 19, 2025
2. Regular City Council Meeting Minutes dated February 19, 2025

Scheduled Persons in the Audience:

Consideration of Bids:

Scheduled Hearings:

Communications "A"

1. Memo from Laura Walsh; Re: SMART Municipal and Community Credit Program Agreement
2. Letter from Mayor; Re: Renewal of LeadsOnline PowerPlus Investigation System Service Package
3. Letter from Mayor; Re: Recreation Asset Management Software **Waiver of Bid**

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Page 18

Communications "B" – (Receive and File):

Ordinances:

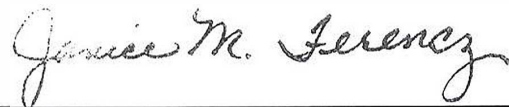
Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1516 \$2,201,454.14

Adjournment:



Janice M. Ferencz, City Clerk

Work Study Session

February 19, 2025

An Informal Meeting of the Council of the City of Southgate was held on February 19, 2025 at 6:30 P.M. and called to order by Council President Zoey Kuspa.

Present: Victoria Araj, Priscilla Ayres-Reiss, Edward Gawlik, Jr., Karen George, Christian Graziani, Zoey Kuspa, Phil Rauch

Absent:

Also Present: Mayor Joseph G. Kuspa, City Attorney Edward Zelenak, City Administrator Dan Marsh, Assistant City Administrator/Finance Director Doug Drysdale, City Clerk Janice Ferencz, City Treasurer Chris Rollet, City Engineer John Hennessey, Director of Public Safety Joseph Marsh, Police Chief Mark Mydlarz, Fire Chief Justin Graves, DPS Director Kevin Anderson, Building Inspections Director Tim Leach, Library Director Don Priest

Discussed the following agenda items:

- Award Bid for Library Furnishings
- Award Bid for Southgate Tower Park & Pedestrian Bridge – Pedestrian Bridge Foundations
- Award Bid for Southgate Tower Park & Pedestrian Bridge – Pedestrian Bridge Erection
- Award Bid for Southgate Tower Park & Pedestrian Bridge – Pedestrian Bridge Ramps & Landings
- Approve Proposal for Inline Rink Building Construction Repairs
- Approve Proposal for Inline Rink Building Electrical Upgrades
- Approve Appointment to Board of Review
- First Reading – Amendment to City Code Chapter 1046.05 Nonresidential User Fees

This meeting ended at 6:49 p.m.

City of Southgate

Regular City Council Meeting

February 19, 2025

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, February 19, 2025 in the Southgate City Hall Council Chambers and was called to order at 7:00 PM by Council President Zoey Kuspa.

This meeting began with the Pledge of Allegiance.

Present: Victoria Araj, Priscilla Ayres-Reiss, Edward Gawlik, Jr., Karen George, Christian Graziani, Zoey Kuspa, Phil Rauch

Absent:

Also Present: Mayor Joseph G. Kuspa, City Attorney Edward Zelenak, City Administrator Dan Marsh, Assistant City Administrator/Finance Director Doug Drysdale, City Clerk Janice Ferencz, City Treasurer Chris Rollet, City Engineer John Hennessey, Director of Public Safety Joseph Marsh, Police Chief Mark Mydlarz, Fire Chief Justin Graves, DPS Director Kevin Anderson, Building Inspections Director Tim Leach & Library Director Don Priest

Remove Bid for Southgate Tower Park & Pedestrian Bridge – Pedestrian Bridge Erection from the agenda. Moved by George, supported by Ayres-Reiss. Motion carried unanimously.

Minutes:

Moved by Rauch, supported by George, RESOLVED, that the minutes of the City Council Work Study Session dated February 5, 2025 be approved as presented. Carried unanimously.

Moved by Ayres-Reiss, supported by George, RESOLVED, that the minutes of the Regular City Council Meeting dated February 5, 2025 be approved as presented. Carried unanimously.

Consideration of Bids:

1. Letter from Mayor; Re: Bid for Library Furnishings moved by George, supported by Gawlik, RESOLVED THAT the Southgate City Council award bid for Library Furnishings to Library Design Associates, Inc. (Plymouth, MI) in the amount of \$128,694.00, and approve budget amendment to appropriate funds in the amount of \$28,694.00 from the Library Fund fund balance. Motion carried unanimously.
2. Letter from Mayor; Re: Bid for Southgate Tower Park & Pedestrian Bridge – Pedestrian Bridge Foundations moved by Araj, supported by Rauch, RESOLVED THAT the Southgate City Council award bid for the Southgate Tower Park & Pedestrian Bridge Project – Pedestrian Bridge Foundations to Poured Walls, Inc. (Brighton, MI) in the amount of \$613,681.00, subject to additional scope of work modifications, with funds to be provided from the Wayne County ARPA grant. Motion carried unanimously.
3. Letter from Mayor; Re: Bid for Southgate Tower Park & Pedestrian Bridge – Pedestrian Bridge Ramps & Landings moved by George, supported by Ayres-Reiss, RESOLVED THAT the Southgate City Council award bid for the Southgate Tower Park & Pedestrian Bridge Project – Pedestrian Bridge Ramps & Landings to Fabcon Precast, LLC. (Grandville, MI) in the amount of \$414,500.00, subject to additional scope of work modifications, with funds to be provided from the Wayne County ARPA grant. Motion carried unanimously.

Communications “A”:

1. Letter from the Mayor; Re: Proposal for Inline Rink Building Construction Repairs moved by Gawlik, supported by Rauch, RESOLVED THAT the Southgate City Council approve proposal from Rally Point Partners (Ann Arbor, MI) for the Inline Rink Building Construction project in the amount of \$11,537.91. Rally Point Partners is the city approved contractor for carpentry services. Motion carried unanimously.

Regular City Council Meeting February 19, 2025

2. Letter from the Mayor; Re: Proposal for Inline Rink Building Electrical Upgrades moved by Rauch, supported by George, RESOLVED THAT the Southgate City Council approve proposal from Riney Electric (Wyandotte, MI) for the Inline Rink Building electrical upgrades in the amount of \$2,500.00. Riney Electric is the city approved contractor for electric services. Motion carried unanimously.
3. Letter from the Mayor; Re: Appointment to Board of Review moved by George, supported by Gawlik, RESOLVED THAT the Southgate City Council approve the appointment of Maria Shieltz to the Board of Review for a term expiring June 2027. Motion carried unanimously.

Ordinances:

1. Memo from Administrator; Re: First Reading- Amendment to City Code Chapter 1046.05 Nonresidential User Fees Moved by Ayres-Reiss, supported by Araj, RESOLVED THAT the Southgate City Council hereby approves to waive the second reading and adopt the proposed changes to City Code Chapter 1046.05 Nonresidential User Fees. Motion carried unanimously.

Claims and Accounts:

Moved by Rauch, supported by George, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1515 for \$9,263,823.11. Motion carried unanimously.

Adjournment:

Moved by George, supported by Ayres-Reiss, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:09 P.M. Carried unanimously.

Zoey Kuspa
Council President

Janice M. Ferencz
City Clerk

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

ED GAWLIK JR.

VICTORIA ARAJ

Memorandum

To: Honorable City Council Members

From: Laura Walsh 

Date: February 27, 2025

Re: SMART Municipal and Community Credit Program Agreement

Enclosed please find documents for the City of Southgate Transportation Program and Funding programs available for the SMART program under the following title:

Municipal and Community Credits Program for FY 2025

Please review the attached contract for your approval and authorization.

Thank you.

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2025

I, Laura Walsh ____, as the Executive Assistant of **the City of Southgate** (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period July 1, 2024 through June 30, 2025 (Section 1 below), and **Community Credits** available for the period July 1, 2024 to June 30, 2025 (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **\$28092** in **Municipal Credit** funds as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ **28,092.00**
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Services Purchased from Subcontractor At the cost of: \$ _____

(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total \$28092

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by June 30, 2027; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use **\$54650** in **Community Credit** funds available as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ **50,650.00**
(Including Charter and Taxi services)

- (c) Services Purchased from SMART At the cost of: \$ **4,000.00**
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Capital Purchases At the cost of: \$ _____
- (e) Services Purchased from Subcontractor At the cost of: \$ _____

(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total \$54650

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2025, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2029; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION**

Signature

Printed Name

Title

Date

CITY OF SOUTHGATE



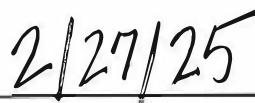
Signature



Printed Name



Title



Date

EXHIBIT A
PROJECT DESCRIPTION

Overall Project Description (please provide a descriptive narrative):

Southgate operates a transportation service that is available to senior citizen and handicapped residents of the city. This transportation service operates Monday through Thursday, 9am to 2pm. In the last year, Southgate continues to expand the amount of service available within the time frames listed above. This has been accomplished by purchasing new buses and assigning additional drivers to the daily service. In the coming years it is estimated that an average of 400 hours of service will be conducted each month. This amount will allow flexibility in the scheduling of appointments for our clients.

Service Area (please provide geographic boundaries):

We pick up Southgate residents but will travel through the whole downriver area.

Service Times (please provide days and hours of service):

Monday through Thursday 9am to 2pm

Service Reservation number: 734-258-3066

Eligible User Groups (please set forth users eligible to use the service):

Transportation is available to senior citizens, age 55 and older, and handicapped individuals (a handicapped lift is available in all 3 vans). Persons 55 or older may utilize this service if they are on a disability retirement. A further restriction of the program is that the senior citizen or handicapped person cannot or does not drive.

Fare Structure:

Reservations scheduled with clients primarily include destinations to shopping, banking, the Senior Center, doctors and other health services. Trips for medical appointments, shopping, etc. in the City have a nominal charge of \$1 one-way per seven (7) additional miles of travel.

Service Mode: (List SMART Vehicle number, local owned vehicles and type of vehicles available, and whether they are wheelchair lift-equipped):

Two fourteen passenger vehicles and one Van. They all have lifts. 3 vehicles total.

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: City of Southgate

Contract Period: July 1, 2024 through June 30, 2025

Account Number: 48131

OPERATING EXPENSES:

Administrative Wages/Salary: *(All employees other than drivers and dispatchers)*

(10% max. of MC & CC funds) 8,000.00

Driver Wages 51,000.00

Fringe Benefits

Gasoline & Lubricants 13,342.00

Vehicle Insurance 4,000.00

Parts, Maintenance Supplies

Mechanic Wages

Fringe Benefits

Dispatch Wages 3,000.00

Other (Specify) 6,000.00

Other (Specify)

Other (Specify)

Sub-Total (Operating Expenses) 85,342.00

PURCHASED SERVICE:

Taxi Service

Charter Service

SMART Bus Tickets 4,000.00

SMART Shuttle Service

SMART Dial-A-Ride

Other (Specify)

Sub-Total (Purchased Service) 4,000.00

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment

Software

Vehicle

Maintenance Equipment

Other (Specify)

Sub-Total (Capital Equipment)

**TOTAL EXPENSES Operating
Expenses, Purchased Service, and
Capital Equipment: 89,342.00**

89,342.00

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	<u>28092</u>
Community Credit Funds	<u>54650</u>
Specialized Services Funds	<u> </u>
General Funds	<u> </u>
Farebox Revenue	<u> </u>
In-Kind Service	<u>6600</u>
Special Fares (Contracted Service)	<u> </u>
Other (Specify)	<u> </u>

TOTAL REVENUE:

89,342.00

(Note: ***TOTAL EXPENSES*** must equal ***TOTAL REVENUE***)

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Agency/Community Information		
Program Type: Community Partnership Program (CPP) ☒ Specialized Service ☐ New Freedom ☐ JARC ☐ 5310 ☐		
Name of Agency/Community: City of Southgate		
Address: 14400 Dix-Toledo Rd.		
City: Southgate	State: MI	Zip: 48195
Agency/Community Data		
1) Has your agency/community completed in excess of \$1,000,000 in DOT federally-funded contracts from SMART in the past year?		Yes ☐ No ☒
2) Does your agency/community employ over fifty (50) transit related employees?		Yes ☐ No ☒
If the answers to the previous two questions were both "Yes", Please forward your agency's/community's Affirmative Action plan to the address below:		
Buhl Building 535 Griswold Street, Suite 600 Detroit, MI 48226 Attn: EEO Coordinator		
Have all subcontractors been informed of their responsibility to file an EEO Compliance Report A form? Yes ☐ No ☐ N/A ☒		
Testing Program Requirements		
Does your agency/community have a DOT Drug and Alcohol testing program for Safety-sensitive employees? (Vehicle operators, dispatchers, mechanics and armed security)		Yes ☒ No ☐
Who is your testing program manager?	Dan Marsh	Contact Number: 734-258-3021
Please Proceed to Employment Data Section on Back		

EEO COMPLIANCE REPORT A**COMMUNITY PARTNERSHIP FORM**

Employment Data																			
Report all Transit related permanent, temporary, or part-time employees including apprentices and on-the-job trainees. Enter the appropriate figures in the boxes below relating to an employee's race and gender.																			
Job Classification	Total				Race														
					Non Minority		Minority												
	White		African American		Hispanic		Asian		Pacific Islander		American Indian		Multi Race						
	Employees	Male	Female	Minority	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Officials/Manager	1		1																
Professionals																			
Technicians																			
Sales Workers																			
Office and Clerical Staff	1		1																
Craftsmen (Skilled)																			
Operators (Semi-Skilled)	5	3	2																
Laborers (Unskilled)																			
Service Workers																			
Journey Workers																			
Apprentices																			
Total	7																		

Certification	
How was this information obtained?	Visual Survey: Yes ☐ No ☐ Employment Records: Yes ☒ No ☐
Name of Authorizing Official(Print):	Laura Walsh Title: Admin. Assistant
Signature: <i>Laura Walsh</i>	Date: 2/27/25
Contact Person for report:	Laura Walsh Title: <i>Exec. Assistant</i>
Telephone: 734-258-3022	Ext: Email: lwalsh@southgatemi.gov

City/Agency Name: City of Southgate

*Primary Contact Person Name: Laura Walsh (Quarterly)

Title: Administrative Assistant

Office Telephone Number: 734-258-3022

Fax Number: 734-246-1414

Email Address: lwalsh@southgatemi.gov

Street Address, City, Zip Code: 14400 Dix-Toledo Rd., Southgate, 48195

Secondary Contact Person Name: Julie Goddard

Title: Parks & Recreation Director

Office Telephone Number: 734-258-3032

Cell Phone Number:

Fax Number: 734-246-1414

Email Address: jgoddard@southgatemi.gov

Street Address, City, Zip Code: 14700 Reaume Pkwy., Southgate, 48195

*Other Name(s): Diane Grabowski (Weekly)

Title: Senior Coordinator

Office Telephone Number: 734-258-3066

Cell Phone Number:

Fax Number: 734-258-7794

Email Address: dgrabowski@southgatemi.gov

Street Address, City, Zip Code: 14700 Reaume Pkwy, Southgate, 48195

**Please indicate the staff person who sends the weekly and quarterly reports*

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

ED GAWLIK JR.

VICTORIA ARAJ

February 27, 2025

To the Honorable
City Council
Southgate, Michigan 48195

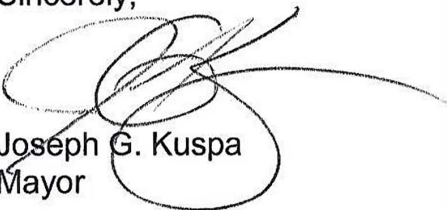
Re: Renewal of LeadsOnline PowerPlus Investigation System Service Package

Ladies and Gentlemen:

I have reviewed the above and concur with the Public Safety Director's recommendation to approve the renewal of the LeadsOnline PowerPlus Investigation System Service Package, for a period covering May 15, 2025 – May 14, 2026, in the amount of \$4,404.00, with LeadsOnline, Plano, Texas.

Funds are available in the Federal Forfeiture Fund.

Sincerely,


Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
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PRISCILLA AYRES-REISS

ED GAWLIK JR.

VICTORIA ARAJ

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Douglas Drysdale, Assistant City Administrator / Finance Director *DD*

DATE: February 27, 2025

RE: Approve Renewal of LeadsOnline PowerPlus Investigation System Service Package

I have reviewed the above with the Director of Public Safety and concur with his recommendation to approve the renewal of the LeadsOnline PowerPlus Investigation System Service Package with LeadsOnline (Plano TX) in the amount of \$4,404.00. This subscription is for a term of one year (May 15, 2025 through May 14, 2026).

Adequate funds are available in the General Fund Police Dept budget.

Proposed Motion

Approve the renewal of the LeadsOnline PowerPlus Investigation System Service Package with LeadsOnline for a one-year term of May 15, 2025 through May 14, 2026, in the amount of \$4,404.00.

DIRECTOR
OF PUBLIC SAFETY
JOSEPH L. MARSH

CHIEF
MARK A. UNOLTER

ADMINISTRATION
(734) 258-0062

EX: (734) 258-0540



City of Southgate

Police Department

14710 REAUME PARKWAY

CIVIC CENTER

SOUTHGATE, MICHIGAN 48195

(734) 258-3000

INVESTIGATIVE
BUREAU
(734) 258-3054

ORDINANCE
OFFICE
(734) 258-3000

SALE (734) 248-1000

TO: Honorable Mayor Joseph G. Kuspa

FROM: Joseph Marsh, Director of Public Safety

DATE: February 18th, 2025

REF: Request to Purchase Renewal Subscription of Leads Online

Mayor Kuspa,

On May 3rd, 2023, City Council authorized for the police department to purchase Leads Online as the electronic reporting platform for pawnbrokers and second hand dealers to electronically submit a record of each transition in which the licensee received used goods by pawn, purchase, exchange, or consignment.

We have received our 2025-2026 renewal invoice from Leads Online. The renewal service dates would cover the time period from May 15th, 2025 thru May 14th, 2026. The renewal invoice annual cost to keep our services active for the next year is \$4,404.00. It is my recommendation to renew our service with Leads Online Power Plus Investigation System as outlined in the attached invoice from Leads Online located at 6900 Dallas Parkway, Suite 825, Plano, TX, 75024 at the cost of \$4,404.00.

With your concurrence, I respectfully request for this item to be placed on the City Council agenda for the meeting scheduled on March 5th, 2025, for the purpose of purchase approval.

Adequate funding is available in the police department budget for this item.

Respectfully,

A handwritten signature in black ink, appearing to read "Joseph L. Marsh".

Joseph L. Marsh
Director of Public Safety

RENEWAL INVOICE

Customer:

City of Southgate Police Department
 14710 Reaume Parkway Civic Cir
 Southgate, MI 48195

Unit:

Southgate MI PD

Invoice#: 416977

Invoice Date: 02/15/2025

Agency ID: 8311

Terms: Net 30

PO Number:

Qty	Scope of Services	Rate	Start Date	End Date	Amount
1	PowerPlus Investigation System	\$4,404.00	05/15/2025	05/14/2026	\$4,404.00
Payment is due within 30 days of renewal. Please notate your Agency ID 8311 and Invoice# 416977 on your payment. Questions? Contact us at (800) 311-2656 or support@leadsonline.com Please email Purchase Orders to accounting@leadsonline.com			Total Due: \$4,404.00		

REMIT BY CHECK:

LeadsOnline Parent, LLC
 dba LeadsOnline LLC
 6900 Dallas Pkwy Ste 825
 Plano, TX 75024-4200

REMIT BY EFT/ACH:

JPMorgan Chase Bank
 Type: Checking
 Routing No: 111000614
 Account No: 865536111

IMPORTANT LINKS:

Download our W-9: www.leadsonline.com/w9
 Federal Unique Entity ID: K4D3PL65RSJ8
 Credit Cards: www.leadsonline.com/payments

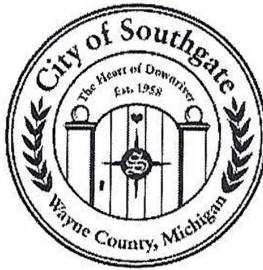
LeadsOnline Terms & Conditions:

This order is subject to and governed by the terms and conditions located here ([LeadsOnline](#)) ([CellHawk](#)) ([NightHawk](#)) unless LeadsOnline and the Customer above have otherwise executed a written agreement for the Service, in which case that agreement governs this order. If, for any reason, you are unable to view the terms at the website given above, please contact your LeadsOnline representative. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes. Any terms within any purchase order provided to LeadsOnline in response to a quote, order form, invoice or otherwise will not modify or enlarge the obligations or liabilities of either party.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

ED GAWLIK JR.

VICTORIA ARAJ

February 27, 2025

To the Honorable
City Council
Southgate, Michigan 48195

Re: Purchase of Recreation Asset Management Software **(WAIVER OF BID)**

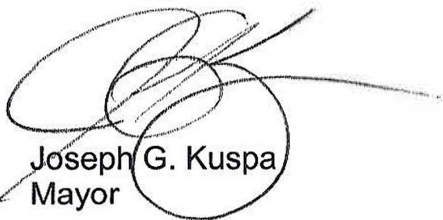
Ladies and Gentlemen:

It is recommended by the Parks and Recreation Director and I concur, that the bid process be waived and the purchase of Recreation Asset Management Software be awarded to Brightly Software, Inc., Raleigh, NC, in the amount of \$11,378.98 for Cloud Services – Asset Essentials Professional Plus subscription for the period of April 1, 2025 – June 30, 2026, and \$10,095.65 for Professional Services – Asset Essentials Implementation with Consulting, for a total amount of \$21,474.33.

Funds for this purchase are available in the Parks & Recreation Millage Fund.

Your favorable consideration of this matter is requested.

Sincerely,



Joseph G. Kuspa
Mayor

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
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KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

ED GAWLIK JR.

VICTORIA ARAJ

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Douglas Drysdale, Assistant City Administrator / Finance Director *DWD*

DATE: February 27, 2025

RE: Approve Purchase of Recreation Asset Management Software **(WAIVER OF BID)**

I have reviewed the above with the Parks & Recreation Director and concur with her recommendation to waive the bid process and approve the purchase of recreation asset management software from Brightly Software Inc. (Raleigh NC) in the amounts of \$11,378.68 for Cloud Services - Asset Essentials Professional Plus subscription for the period of April 1, 2025 through June 30, 2026 and a one-time setup fee of \$10,095.65 for Professional Services—Asset Essentials Implementation with Consulting, for a total amount of \$21,474.33.

Adequate funds are available in the Parks & Recreation Millage Fund.

Proposed Motion

Waive the bid process and approve the purchase of recreation asset management software from Brightly Software Inc. (Raleigh NC) in the amounts of \$11,378.68 for Cloud Services - Asset Essentials Professional Plus subscription for the period of April 1, 2025 through June 30, 2026 and a one-time setup fee of \$10,095.65 for Professional Services—Asset Essentials Implementation with Consulting, for a total amount of \$21,474.33.

Southgate

Michigan

PARKS & REC

14700 Reaume Parkway—Southgate, MI 48195 (734)258-3035

To: Dan Marsh, City Administrator
From: Julie Goddard, Parks & Recreation Director
Date: February 27th, 2025
Re: Brightly Software

As we continue to update our Recreation Facilities and Parks and plan for new amenities, we would like to be able to log all maintenance/buildings/park issues that need to be handled, track them to see what amount of time it takes to completed and assign a monetary amount to those issues for solid reporting.

We have demoed Brightly Software to help us do this efficiently, as we know the YMCA and other organizations that have used this software.

This software would allow internal city employees to log a call about issue that comes from an outside source and/or log internal issues that need to be addressed across our facilities.

Brightly says it best: *Knowing what you have, where it is located, and what condition it's in is central to understanding short- and long-term maintenance needs. Walkways, parks, buildings, and much more can all be maintained in one centralized system with information available on any device.*

The issues at hand could be logged from any employees and sent to someone on staff with a handle right away or the work orders can be printed and given to employees directly.

Once completed the information would then be entered into the system for tracking and monitoring purposes.

It is my recommendation to the Administration and Council that we waive the bid and purchase a subscription from Brightly Software, Inc. for a 15 month term (April 1, 2025-June 30, 2026) in the amount of \$11,378.68 for the Cloud Service of Asset Essentials Professional Plus and \$10,095.65 for Asset Essentials Implementation with Consulting for a total of \$21,474.33.

The following optional year fees are defined in the proposal through July 1, 2029.

The item was also discussed at the recent Parks & Rec Commission meeting as well and all were in support of having a program to log and track for us.

There are sufficient funds available in the Parks & Recreation Millage Fund.

Respectfully Submitted,



Julie Goddard

**PREPARED FOR**

City Of Southgate ("Customer")

14400 Dix Toledo Road

Southgate, MI 48195

PREPARED BY

Brightly Software Inc

4242 Six Forks Road, Suite 1400

Raleigh, NC 27609

PUBLISHED ON

February 27, 2025



Q-431506

- Omnia Partners Contract Number: R210702
- <https://www.omniapartners.com/suppliers/brightly/public-sector>

Subscription Term: 15 months (04/01/2025 - 06/30/2026)

***Intended use for Parks/Recreation & Facilities with an option for one additional module**

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
Asset Essentials Professional Plus	4/1/2025	6/30/2025	195,000.00 Sq. Ft.	2,275.74 USD
				Subtotal: 2,275.74 USD
Professional Services				
Item		Pricing Based On	Investment	
Asset Essentials Implementation with Consulting		195,000.00 Sq. Ft.	10,095.65 USD	
			Subtotal: 10,095.65 USD	
Total Initial Investment			12,371.39 USD	



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Remaining Services Invoices

	Annual period beginning	Investment
Year 2	7/1/2025	9,102.94 USD

Cloud Services Subscription: Optional Renewals

Item	Optional Investment Year 3 Start Date: 07/ 01/2026	Optional Investment Year 4 Start Date: 07/ 01/2027	Optional Investment Year 5 Start Date: 07/ 01/2028
Asset Essentials Professional Plus	9,376.03 USD	9,657.31 USD	9,947.03 USD



Asset Essentials Implementation with Consulting GIS Rider Statement of Work

Summary:

Company will provide specified professional consulting services to Customer to implement Asset Essentials, an on-line Computerized Maintenance Management System – Geographic Information System (GIS) functionality. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the customer's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW

1. Asset Essentials GIS Implementation
2. Asset Essentials GIS Training

Deliverables:

- Project initiation and discovery
- Available GIS data loaded
- GIS configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Customer and document acceptance in the Project Community Portal.

- Project initiation and discovery
 - Kickoff call complete.
 - Discovery call complete
 - Data, configuration, and training requirements documented.
- Available Data Loaded
 - Available GIS data is loaded in AE to meet documented data requirements.
- Account Configuration
 - GIS features have been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
 - Consultant-led end-to-end walkthrough and customer UAT has demonstrated functionality satisfying configuration requirements.
- End User Training
 - Administrator and Full User roles have been received training on their role.



Assumptions:

Customer Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For on-site activities, Customer will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If unable to provide data in an acceptable format for import, Consultant will guide Customer on how to manually create records.
- Customer has up to five business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- For on-site activities, Company will bill Customer for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project Schedule:

- Kick-off Call with Project Coordinator
 - Confirm software and services purchased
 - Identify key stakeholders
 - Assign resources
 - Schedule key milestone dates, including anticipated projected completion date
 - Access to Company's on-line Learning Management System
 - Access to an interactive project plan
- Discovery with Consultant
 - Interview key stakeholders to understand specific maintenance & operations objectives
 - Overview of AE with key stakeholders, including data import requirements
 - Determine optimal GIS configuration to meet objectives and drive KPIs
 - Document data, configuration, and training requirements
 - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
 - Review, cleanse, and load available GIS data
- Account configuration by Consultant
 - Work Order creation from Map
 - Citizen Portal



- Mobile Profiles
- Configure GIS Map settings
- Configure GIS Layer configuration
- Asset syncing
- User Acceptance Testing
 - Configuration demo to walk through the end-to-end workflow from request to completion
 - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
 - End-to-end walkthrough for their role
 - Desktop and mobile training
- Project Close

Change Management:

Customer may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

Asset Essentials Implementation with Consulting Statement of Work

Summary:

Company will provide specified professional consulting services to Customer to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the customer's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

Deliverables:

- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration



- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Customer and document acceptance in the Project Community Portal.

- Project initiation and discovery
 - Kickoff call complete
 - Discovery call complete
 - Data, configuration, and training requirements documented
- Available data loaded
 - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration
 - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
 - Consultant-led end-to-end walkthrough and customer UAT has demonstrated to Customer functionality meets configuration requirements.
- End User Training
 - Administrator and Full User roles have received training on their role.
- Go-Live Support
 - 30-day Go-Live Support period has been concluded.

Assumptions:

Customer Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Customer will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Customer is unable to provide data in an acceptable format for import, Consultant will guide Customer on how to manually create records.
- Customer has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.



Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If customer does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Customer for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project schedule and approach:

- Kick-off Call with Project Coordinator
 - Confirm software and services purchased
 - Identify key stakeholders
 - Assign resources
 - Schedule key milestone dates, including anticipated project completion date
 - Access to Company's on-line Learning Management System
 - Access to an interactive project plan
- Discovery with Consultant
 - Interview key stakeholders to understand specific maintenance & operations objectives
 - Overview of AE with key stakeholders, including data import requirements
 - Determine optimal AE configuration to meet objectives and drive KPIs
 - Document data and configuration requirements
 - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
 - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
 - Populate key drop-down menus
 - Review/modify request and work order templates
 - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
 - Configuration demo to walk through the end-to-end workflow from request to completion
 - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
 - End-to-end walkthrough for their role
 - Desktop and mobile training
- Go-Live Support
 - Company provides (4) weekly check-in calls with Implementation Specialist and Customer
 - Company Implementation specialist addresses any issues identified. Where issues require product support, Implementation Specialist will submit to Company Support
 - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

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Sample Project Timeline (project timelines may vary):

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call														
LMS (Learning Management System) Review and Q&A														
Discovery Call														
Data Review														
Data Loading														
Account Configuration														
UAT (User Acceptance Testing)														
User Training														
Post-Consulting Call														
GLS (Go Live Support)														
Project Close														

Change Management:

Customer may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

Special Terms for Asset Essentials

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee.

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Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- B. Proposal expires in sixty (60) days.
- C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- E. Payment terms: Net 30
- F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable fees, including any processing fees, using such Automatic Payment Method.
- J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice



Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

- K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

- A. Billing frequency: Annual
- B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>).
- C. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- D. During the Term, Siemens shall, as part of Customer's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday ("Business Hours"), excluding holidays.
- E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of



Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

- F. Siemens reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.

Professional Services:

- A. Professional Services Offerings will be subject to the terms and conditions of the Services Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>).
- B. Unless otherwise specified in an applicable Order: (i) Siemens will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials as described in this Order. Siemens is only obliged to supply Professional Services and/or Deliverables as expressly stated in this Order. Siemens shall not be obliged to supply any Professional Services and/or Deliverables without a valid Order.
- C. **Scheduling.** Siemens requires at least 6 weeks advanced notice from the acceptance of an Order to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order includes the additional fees and incidental expenses associated with multiple visits.
- D. **Unused Professional Services.** Unless otherwise specified in the Order, Siemens reserves the right to expire any unused Professional Services 6 months from the Effective Date set forth on the Order, and Customer will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.
- E. **Customer Cooperation.** Customer will cooperate reasonably and in good faith with Siemens in its performance of Professional Services by: (i) providing access to any necessary Customer Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Siemens to perform its obligations under the Order, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.
- F. **Incidental Expenses.** Customer will reimburse Siemens for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the Order, Siemens will not exceed a 5% inflation of such estimate without the written consent of Customer.

Additional Information

- A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- B. Billing frequency other than annual is subject to additional processing fees.
- C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-431506 on any applicable



purchase order and email to Purchaseorders@Brightlysoftware.com
(mailto:Purchaseorders@Brightlysoftware.com)

- D. Brightly Software, Inc. can provide evidence of insurance upon request.



Signature

Presented to:

Q-431506

February 12, 2025, 1:46:24 PM

Accepted by:

Printed Name

Signed Name

Title

Date