

Dane County Contract Addendum Cover Sheet

Revised 06/2021

Res 200
significant

Contract #
Admin will assign

12522F

Dept./Division	Alliant Energy Center	Vendor Name	USI International
Brief Addendum Title/Description	To extend the agreement with Momentum through December 31, 2030	Vendor MUNIS #	32599
		Addendum Term	1/1/2026-12/31/2030
		Amount (\$)	\$ 770,240.02

Department Contact Information		Vendor Contact Information	
Contact	Kevin Scheibler	Contact	Paul Winogradoff
Phone #	267-3982	Phone #	919-454-5263
Email	scheibler.kevin@alliantenergycenter.com	Email	paul.winogradoff@gomomentum.com
Purchasing Officer	Pete Patten		

Purchase Order – Maintenance or New PO					
☐	PO Maintenance Needed PO#	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	
☐	No PO Maintenance Needed – <i>this addendum does not change the dollar amount of the contract.</i>				
☒	New PO / Req. Submitted Req#	Org:	Obj:	Proj:	
	35	Org: AECADMN	Obj: 30277	Proj:	

Budget Amendment	
☐	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
A resolution is required when the total contracted amount first exceeds \$100,000. Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000	Addendum #	Term	Amount	Resolution	
	Original	9/4/2015-12/11/2020	\$ 212,970.37	☐ None	Res# 103, 2015-16
	A/ B	9/4/2015-12/11/2020	\$ 2,405.00	☒ None	Res#
	C	1/1/2021-12/31/2025	\$ 0.00	☒ None	Res#
	D	1/1/2021-12/31/2025	\$ 375,000.00	☐ None	Res# 344,2020-21
	E	2/15/2024-12/31/2025	\$ 61,906.44	☒ None	Res#
	F	1/1/2026-12/31/2030	\$ 707,240.02	☐ None	Res# 2025 RES-200
	Total Contracted Amount		\$ 1,359,521.83		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
☐ Corporation Counsel:	☐ Risk Management:	☒ No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Scheibler, Kevin	Digitally signed by Scheibler, Kevin Date: 2025.10.22 09:53:42 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 10/22/25 Date Out: _____	☐ Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, October 23, 2025 9:06 AM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #12522F
Attachments: 12522F.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 10/23/2025 1:56 PM	Approve: 10/23/2025 1:56 PM
	Patten (Purchasing), Peter		Approve: 10/23/2025 9:52 AM
	Gault, David		
	Cotillier, Joshua	Read: 10/23/2025 1:35 PM	Approve: 10/23/2025 1:37 PM
	Stavn, Stephanie		
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #12522F
Department: Alliant Energy Center
Vendor: USI International
Contract Description: Extend agreement with Momentus for Convention & Conference Center Management Software (Res 200)
Contract Term: 1/1/26 – 12/31/2030
Contract Amount: \$770,240.02

Thanks much,
Michelle

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

Goldade, Michelle

From: Gault, David
Sent: Thursday, October 23, 2025 9:31 AM
To: Goldade, Michelle
Subject: Approve: Contract #12522F

**AUTHORIZING A CONTRACT ADDENDUM FOR CONVENTION AND CONFERENCE
CENTER MANAGEMENT SOFTWARE**

The Alliant Energy Center has been using the Momentus (formerly Ungerboeck) convention and conference center management software since they won the award of RFP #115054 in 2016. This software combines the functions of several different software products into one system and has eliminated the duplicate entry of data and resulted in other staff efficiencies for the Center. Momentus purchased the software from Ungerboeck and is now selling the software with a package of functionality that will allow the AEC to perform more functions with the software. This is an addendum to extend the existing contract for another five years in an amount not to exceed \$707,240.02.

NOW, THEREFORE BE IT RESOLVED, that the contract addendum with UB Holdings LLC, dba Momentus Technologies, LLC, 222 S Meramec Ave, Suite 202-1083, St. Louis, MO 63105 is hereby approved.

BE IT FINALLY RESOLVED, that the County Executive and County Clerk are authorized to sign the agreement.



DANE COUNTY CONTRACT

ADDENDUM # 12522F

Revised 11/2024

THIS ADDENDUM, made and entered into effective as of the date by which both parties hereto have executed this document, by and between the County of Dane (hereinafter referred to as "County") and UB Holdings LLC, doing business as Momentus Technologies, LLC (hereinafter, "Provider").

WITNESSETH:

WHEREAS Provider and County, by a separate document Master Subscription Terms and Conditions between County and Provider, effective as of March 22, 2021 per addendum C of Contract #12522 (hereinafter, the "Master Agreement"), Dane County Contract #12522, have previously entered into a contractual relationship pursuant to which Provider provides event management software, and

WHEREAS County and Provider wish to amend the Master Agreement in order to extend the Master Agreement for five years (2026-2030).

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Master Agreement shall remain in full force and effect unchanged in any manner by this addendum except as changes are expressly set forth herein. This addendum shall control only to the extent of any conflict between the terms of the Master Agreement and this addendum.
2. The Master Agreement, and any amendment or addendum to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, the Master Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under the Master Agreement, or any subsequent amendment or addendum.
3. The term of the contract is extended through December 31, 2030 at an additional cost of \$707,240.02.

4. The following table lists the Services that will be provided to County under the Master Agreement.

Recurring Software

Product Name	Quantity	Start Date	End Date
Momentum Payments Platform - In-House Processing for Enterprise Software	1	1 January 2026	31 December 2030
Momentum Enterprise Premier for Convention Centers In addition to core solution, Premier Packaging to include: Unlimited Users, Mobile Work Orders, Full AP and AR Financial suite, ESC Premium, Operational Inventory, Expanded Sales and CRM functions.	749	1 January 2026	31 December 2030

Recurring Services

Product Name	Quantity	Start Date	End Date
Services Direct Services Bundle Up to 60 hours annually. See terms below.	300	1 January 2026	31 December 2030

One-Time T&M Services**

Product Name	Estimated Hours	Hourly Rate	Estimated Total
Full Financials One-Time Services	320 hours	\$0.00	\$0.00

I. Schedule

Period	Start Date	End Date	Recurring Software	Recurring Services	One-Time Fixed Fee	One-Time T&M	Total
1	1 January 2026	31 December 2026	\$102,500.02	\$12,600.00	\$0.00	\$0.00	\$115,100.02
2	1 January 2027	31 December 2027	\$130,000.00	\$12,600.00	\$0.00	\$0.00	\$142,600.00
3	1 January 2028	31 December 2028	\$130,000.00	\$12,600.00	\$0.00	\$0.00	\$142,600.00
4	1 January 2029	31 December 2029	\$140,870.00	\$12,600.00	\$0.00	\$0.00	\$153,470.00
5	1 January 2030	31 December 2030	\$140,870.00	\$12,600.00	\$0.00	\$0.00	\$153,470.00
Total			\$644,240.02	\$63,000.00	\$0.00	\$0.00	\$707,240.02

Notes: Notwithstanding anything contained herein, the parties agree that Provider shall commence the One Time T&M Services for "Full Financials- One Time Services" on or about January 1, 2027 or at a later date as mutually agreed between the parties.

II. Terms and Conditions

If County has purchased Professional Services, the applicable terms, conditions and scope of work details are found here: <https://gomomentus.com/agreements-and-terms> and incorporated herein. Capitalized terms set forth herein but not defined shall have the meanings prescribed to them in the Master Agreement. Except as otherwise provided, all payments shall be made in the currency set forth above.

III. One-Time T&M Services**

The Fee listed represents an estimated budget for the Time and Material Services for the above corresponding specified configuration. The fee is an estimate, based on limited scoping and additional service hours may be required. County shall be invoiced monthly, in arrears for hours incurred. In the event additional hours are required to complete the Time and Materials Services as defined above, the parties will sign an additional Order Form or Change Order.

IV. Momentus Payments Platform - In-House Processing

By purchasing the product titled Momentus Payment Platform - In-House Processing, County acknowledges and agrees that County's access and use of such products are subject to the terms of the Momentus Payment Agreement, available at <https://gomomentus.com/agreements-and-terms>, and the applicable transaction rates are set forth in Attachment A.

V. Services Direct

Services Direct is a stand-ready recurring Service. The Services Direct hours purchased by County pursuant to a Services Direct package will be allocated on an annual basis. Subscriptions for Services Direct added during a current subscription term, and any pricing shall be prorated for the portion of the then current remaining Term and will terminate on the same date as all other County subscriptions. All Services Direct hours must be used during the corresponding annual Term; any unused hours will be forfeited by County. County may not rollover hours and there will be no refund of unused hours. Time will be measured to the nearest quarter (1/4) hour.

Credit Card Processing Transaction Rates

Credit Card Fees:

Monthly Card Volume	Card Rate
\$0-\$1M	3.5%
>\$1,000,001	3.25%

*Prices set forth above are based on County's annualized average (annual gross card volume/12). County may request that Provider review County's "monthly average" once a year after completion of the County's first 12-month term.

County must have Card Volume over \$12M annually (\$1M monthly average) to move to the 3.25% rate. If County achieves \$1M for 1-2 months of the year, County does not qualify for the rate reduction.

Card Processing Fees apply to all card transactions across major card brands: Visa, Mastercard, American Express, and Discover.

ACH services are not requested as part of this agreement.

There is an additional fee of \$25 for any reported credit card chargeback.

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

FOR PROVIDER:

Jennifer Naegele

2025-10-22

Jennifer Naegele
CFO

Date

* * *

FOR COUNTY:

Melissa Agard
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

CERTIFICATE *of* SIGNATURE

REF. NUMBER
ZSY32-ABR7M-H79XP-UVABH

DOCUMENT COMPLETED BY ALL PARTIES ON
22 OCT 2025 01:52:47
UTC

SIGNER

JENNIFER NAEGELE

EMAIL
JENNIFER.NAEGELE@GOMOMENTUS.COM

TIMESTAMP

SENT
22 OCT 2025 01:27:58

VIEWED
22 OCT 2025 01:52:33

SIGNED
22 OCT 2025 01:52:47

SIGNATURE

Jennifer Naegele

IP ADDRESS
96.8.253.115

LOCATION
NEW BRAUNFELS, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
22 OCT 2025 01:52:33

