

## **Amendment to Parking Management Agreement No. 4**

This Amendment to Parking Management Agreement No. 4 (the "Amendment") is made and entered into as of January 1, 2026, by and between The City of Racine, Wisconsin (the "City"), and ABM Industry Groups, LLC (the "Operator").

### **RECITALS**

WHEREAS, City and Operator are parties to that certain Parking Management Agreement dated January 1, 2023 (the "Agreement"), wherein Operator agreed to provide certain parking management and related services; and

WHEREAS, the parties desire to amend the Agreement to eliminate all provisions relating to the current meter services and replace them with the on-street services described herein;

### **AMENDMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants herein, the parties agree as follows:

1. **Removal of Meter Services.** All references, pricing, terms, and conditions relating to meter services, and the services themselves, provided by Operator are hereby removed from the Agreement beginning January 1m 2026.
2. **New On-Street Services.** Operator shall provide the following on-street management services beginning:  
  
( See Appendix A)
3. **Compensation.** For calendar year 2026, the City shall pay Operator \$129,171.06
4. **Extensions.** The Agreement may be extended for up to three (3) additional one-year terms to address increases in service costs. Operator must submit extension requests, including proposed revised compensation, no later than August 1 of each year for the subsequent calendar year.
5. **Free or Reduced Parking Requests.** Any requests for free or reduced parking must be submitted in writing to Operator for consideration. If Operator elects to grant such requests, it must include an estimate of lost revenue from both parking fees and citations. In the event that Operator provides free or reduced parking, Operator shall reimburse the City in an amount equal to the estimated lost revenue. The decision by Operator to grant or deny any such request shall be final and binding.

6. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed binding for all purposes.

7. **Definitions and Incorporation.** Except as expressly amended hereby, all capitalized terms shall have the meanings set forth in the Agreement. All other provisions of the Agreement not expressly modified herein shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the date first above written.

ABM INDUSTRY GROUPS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF RACINE

By: \_\_\_\_\_

Name:

Title:

ATTEST:

By: \_\_\_\_\_

Name:

Title:

Provisions have been made to pay the liability that will accrue hereunder.

By: \_\_\_\_\_

Name:

Title:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name:

Title: