



A PERFECT ENVIRONMENT

Residential Recreational Responsible

Chair
Ron Troy
Supervisors
Pete Van Horn
Edward Kranick
Christie Dionisopoulos
Billy Cooley
Clerk/Treasurer
Dan Green

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
TUESDAY, APRIL 21, 2020 – 6:30 P.M.
(IMMEDIATELY FOLLOWING THE TOWN OF DELAFIELD ANNUAL MEETING)
DELAFIELD TOWN HALL – W302 N1254 MAPLE AVENUE, DELAFIELD, WI**

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Citizen Comments – During the Public Comment period of the agenda, the Town Board welcomes comment from any member of the public, other than an elected Town Board member, on any matter not on the agenda. Please be advised that pursuant to State law, the Board cannot engage in a discussion with you but may ask questions. The Board may decide to place the issue on a future agenda for discussion and possible action. Each person wishing to address the Board will have up to five (5) minutes to speak. Speakers are asked to submit to the Town Clerk, a card providing their name, address, and topic for discussion.

The Board will also take comment from the public on agenda items as called by the Chair, but not during the Public Comment. Please note that once the Board begins its discussion of an agenda item, no further comment will be allowed from the public on that issue.

4. Approval of Minutes from March 10, 2020 Town Board Meeting.
5. New Business
 - A. Discussion and possible action to approve the appointments and reappointments of Board of Appeal members
 - B. Discussion and possible action to approve a contract with Civic Plus to develop and implement a new website platform for a one time investment cost of \$9,600.00 and an annual services cost of \$2,250.00 for a total cost of \$11,850.00.
 - C. Discussion and possible action to approve a service contract with Heartland Business Systems for Office 365 licenses and Active Directory configuration for upgraded email service and Microsoft Office Suite.
 - D. Discussion and possible action to approve a letter of credit reduction of \$60,500.00 for Zach Builders for White Oak Conservancy.

6. Adjournment

Dan Green
Town of Delafield Clerk/Treasurer

PLEASE NOTE:

- ✓ It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
- ✓ Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Town Clerk Dan Green (262) 646-2398.

TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
March 10, 2020 @ 6:30 PM

Members Present: Chairman Troy, Supervisor Kranick, Supervisor Van Horn, Supervisor Cooley and Supervisor Dionisopoulos. Also present was Administrator/Clerk/Treasurer Dan Green.

First order of business: Call to Order
Chairman Troy called the meeting to order at 6:30 p.m.

Second order of business: Pledge of Allegiance
Supervisor Troy led all in the Pledge of Allegiance.

Third order of business: Citizen Comments

Jim Rehberger, w28998 Golf Ridge North, stated he has a large group of over 100 neighbors who are wondering what the next steps are in regards to the Thomas Farm. He explained they want to be involved in the process as no one is in favor of the current process. He stated he is the "Identified Leader" of the group and thinks the Town and the Thomas family should start over with their proposal.

Allan Knepper, N16W29838 Brookstone, stated he is following up on December 19 Board meeting where he requested a list of developers that was at a meeting in October. He stated he received the minutes and it noted some developers but not all of the names were included.

Fourth order of business:

- A. Approval of February 17, 2020 Joint Public Hearing Minutes

MOTION MADE BY SUPERVISOR COOLEY TO APPROVE THE MINUTES AS PRESENTED BY THE CLERK WITH THE CORRECTION OF CHANGING "ATTENDEES TO DEVELOPERS". SUPERVISOR KRANICK SECONDED. MOTION CARRIED UNANIMOUSLY.

- B. Approval of February 25, 2020 Town Board Minutes

MOTION MADE BY SUPERVISOR KRANICK TO APPROVE THE MINUTES AS PRESENTED BY THE CLERK. SUPERVISOR DIONISOPOULOS SECONDED. MOTION CARRIED UNANIMOUSLY.

Fifth order of business: Action on vouchers submitted for payment:

- A. Report on budget sub-accounts and action to amend 2019 budget

MOTION BY SUPERVISOR KRANICK TO APPROVE AMENDING THE 2019 BUDGET TO INCREASE \$67,279.00 TO THE ACCOUNTS DESCRIBED ABOVE WITH MONIES TO COME FROM THE GENERAL FUND REVENUE ACCOUNT. SECONDED BY SUPERVISOR COOLEY. MOTION CARRIED UNANIMOUSLY.

- B. Report on budget sub-accounts and action to amend 2020 budget
- C. 1) Accounts payable; 2) Payroll

MOTION BY SUPERVISOR COOLEY TO APPROVE PAYMENT OF CHECKS #63017-63023, AND #63034-63095 IN THE AMOUNT OF \$112,868.63 AND PAYROLLS DATED MARCH 6, 2020 IN THE AMOUNT OF \$32,502.52. SECONDED BY SUPERVISOR DIONISOPOULOS. MOTION CARRIED UNANIMOUSLY.

Sixth order of business: Communications (for discussion and possible action)

- A. Public Hearing notice from the City of Pewaukee for a proposed amendment to their Land Use Plan on Monday, April 6, 2020 at 7:00 PM.
- B. Public Hearing notice by the Waukesha County Park and Planning Commission for a proposed text amendment change to the Waukesha County Shoreland and Floodland Protection Ordinance on March 19, 2020 at 1:00 PM.

Seventh order of business: Unfinished Business

- A. Discussion and possible action on concern re: condition of property at S1W31448 Hickory Hollow Ct.

Engineer Tim Barbeau explained Safeguard is working on making improvements to the home but cannot clean up personal property. The Town is going forward with citations on those issues.

- C. Discussion and possible action on code enforcement options for the property located at N14W28109 Silvernail Rd.

Engineer Barbeau explained there is still an RV sitting on the driveway. The Board requested that Dave Hendrix be at the next Town Board meeting to discuss.

Eighth order of Business: New Business

- A. Consideration and possible action on Plan Commission's recommendation to approve a Certified Survey Map to combine two parcels into one parcel located at the northwest corner of Cushing Park Road and STH 18, Tax Keys DELT 0842.999.003 & 0842.999.002.

Engineer Barbeau explained this was located on the northwest corner of Cushing Park Road and Hwy 18. These are two parcels created when White Oak conservancy was created. He explained Scott Flogger came in proposed a building for Veterans Electric. He has started constructed the building and owns both properties. The applicant came to the Plan Commission with a proposal for storage units which will be coming back at a later date. He will need these combined to meet the open space requirement for his proposal.

MOTION BY SUPERVISOR KRANICK TO APPROVE A CERTIFIED SURVEY MAP TO COMBINE TWO PARCELS INTO ONE PARCEL LOCATED AT THE NORTHWEST CORNER OF CUSHING PARK ROAD AND STH 18, TAX KEYS DELT 0842.999.003 & 0842.999.002. SECONDED BY SUPERVISOR COOLEY. MOTION PASSED UNANIMOUSLY.

- B. David French Revocable Trust, W303 N2568 Maple Avenue, Re: Consideration and possible action on a Certified Survey Map to combine several parcels located at and adjacent to N28 W29707, W29704 and W29696 Oakwood Grove Road, W296 N2879 Franciscan Road and W303 N2568 Franciscan Road

Engineer Barbeau explained this is a request from the French family who are combining five lots into a single lot. This CSM was already approved at a June 4th meeting but was contingent on Waukesha County regulations, property ownerships and removal of dilapidated homes on the property which were nonconforming. The Town became aware that legal action was pending in the right-of-way and the Town's attorney stated the Town should not sign the CSM as to not get pulled into a lawsuit. The attorney for the French family and the Town's attorney have added notes on the CSM identifying the 25-foot private right-of-way and the property is currently in a lawsuit. The Town's attorney is okay with the notes and indemnification and from a technical standpoint the CSM is correct.

Attorney Kathy Gutenkunst stated she got involved a month and a half ago. She explained there is a 25 foot right-of-way and there was a gentleman who claimed ownership. She stated the taxes had been paid by the owners. She asked that the Town Board approve the CSM subject to the notes on page 6. Eric asked that a note be added that the private right-of-way is noted of a pending lawsuit. Chairman Troy

stated he wanted to protect the Town from liability on this issue and wanted to make the owners aware that this is a cloud on the title until this issue is resolved in court.

Anthon Kodzik, W296N3004 Franciscan Road, stated he has been a resident for 44 years and is a neighbor to the French family. He stated he is one of the people with deeded lake access contesting this. He stated he was in negotiations with the Frenches but was then made aware he was being drawn into court over the issue.

He stated they are not trying to stop the Frenches from building their home but to protect their interest as they have deeded lake access. He stated opposition to moving forward with the CSM.

Steven Weslie, W296N3026 Franciscan Road, stated that multiple surveys show that this is an unowned piece of property and they should not be able to add an unowned piece of property to their property.

Linda Weslie W296N3026 Franciscan Road, stated they have received correspondence from the French family restricting how they can use the access. They were told they are not allowed to picnic and could only be on the property from 8 am to 8 pm. She stated they are trying to protect their access and they treasure that access

Al Hubner stated he lives on the west end of the property and has no objections to the French family building their home. He stated if the parcel is proven to not be theirs, they would want to build their anyways. He stated they should be allowed to go ahead with construction have been waiting a year to get this built. He stated this is a great improvement to the neighborhood.

Engineer Barbeau made it clear that without combing these lots they could not build because of the setbacks. This is the basic purpose of moving the CSM forward. In the past owners could build over their own property lines but the Town and County is trying to resolve problems that can make.

Supervisor Dionisopoulos questioned paragraph 4 of the indemnification states the "On satisfactory evidence that they are the correct owner". If this is not satisfactory, the Frenches would bear the full burden of losing the lawsuit and would need to allow the neighbors to use this right-of-way. She explained the Town should not take side in the lawsuit. Chairman Troy stated they are to make sure that the Town is protected and is the reason for the indemnification and notes on the CSM. If the French's lose they bear the burden of the Town. He stated they are not taking sides with either party and if the CSM is approved it will be up to the courts to make the decision moving forward.

MOTION BY SUPERVISOR KRANICK TO APPROVE A CERTIFIED SURVEY MAP TO COMBINE SEVERAL PARCELS LOCATED AT AND ADJACENT TO N28 W29707, W29704 AND W29696 OAKWOOD GROVE ROAD, W296 N2879 FRANCISCAN ROAD AND W303 N2568 FRANCISCAN ROAD SUBJECT TO THE NOTES AND THE INDEMNIFICATION AGREEMENT IN PLACE. SECONDED BY SUPERVISOR COOLEY. MOTION PASSED UNANIMOUSLY.

Ninth order of Business: Announcements and Planning items:

- A. Town Board Meeting – Tuesday, March 24, 2020 @ 6:30 pm
- B. Spring Election and Presidential Preference – Tuesday, April 7, 2020
- C. Town Board Meeting – Tuesday, April 14, 2020 @ 6:30 pm
- D. Annual Meeting – Tuesday, April 21, 2020 @ 7:00 pm

Tenth order of Business: Adjournment

SUPERVISOR KRANICK MADE A MOTION TO ADJOURN THE MARCH 10, 2020 TOWN BOARD MEETING AT 7:13 PM. SECONDED BY SUPERVISOR COOLEY. THE MOTION PASSED UNANIMOUSLY.

Respectfully submitted:

Dan Green, CMC/WCMC
Administrator - Town Clerk/Treasurer



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To: Town Board Members
From: Ron Troy, Town Chairman
Date: April 21, 2020
Subject: Board of Appeals Appointments

Description:

The Board of Appeals has three current vacancies with two reappointments being requested for Robert Scheible and Heather Shaw. The terms of Mr. Scheible, and Ms. Shaw will be effective from the date their current term expires. Town received interest from Anthony Arbucias who submitted a resume for the appointment to the alternate Board of Appeals position. Mr. Arbucias' term shall be effective immediately upon approval by the Town Board and being sworn in by the Town Clerk.

| Board of Appeals Member | Term Begins | Term Expires |
|--------------------------------|--------------------|---------------------|
| Robert Scheible | immediately | 3/31/2023 |
| Heather Shaw | immediately | 3/31/2023 |
| Anthony Arbucias (Alt) | Immediately | 3/31/2023 |

Recommendation:

The Town Chairman recommends approval of the reappointments of Robert Scheible and Heather Shaw and the appointment of Anthony Arbucias as an alternate members with the terms described above.



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April 21, 2020

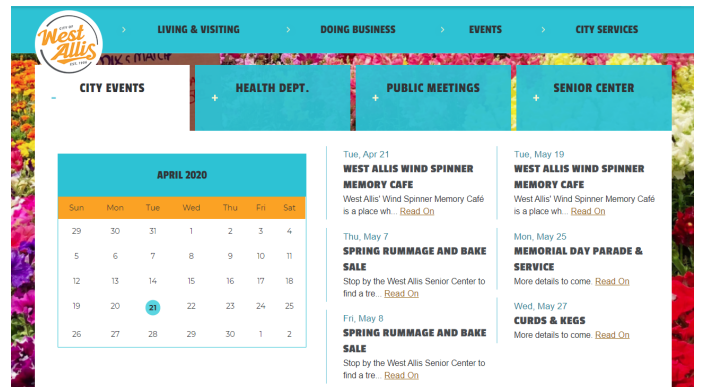
To: Chairman Ron Troy
Cc: Town Board
From: Dan Green, Administrator, Clerk/Treasurer

Item: Upgrade to the Town's Website and Email Server

Description:

Website

In an effort to create a more transparent communication initiative for residents, the Town has been looking at upgrading some of the digital infrastructure that has long since been outdated. The first most obvious of those outdated landscapes is the Town's website. We have a proposal from CivicPlus which will help to create a more user friendly interface with our residents. It will also provide a way to automatically push out news notifications directly to residents through email and text alerts. The proposed website solution will be easy to manage and will save staff time and provide a way to get information to the public more timely.



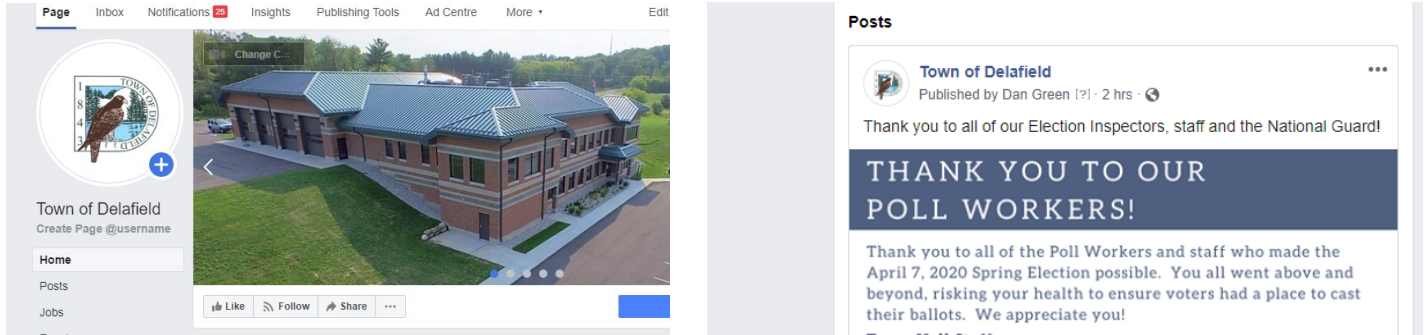
CivicPlus provides training to staff that is integrated into their price. Their websites are very user friendly for back end users and easy to manage permissions from multiple departments. This will allow the Fire Department and DPW to manage their own pages. Website features will also include imoji links directly to social media pages, easily accessible minutes and agendas, and easy navigation to all departments and other government agency contacts. The Town will also have the ability to use other functions down the road such as online payments and custom forms for online surveys and polls.

CivicPlus does a great job of creating easy to read calendars for meetings and events. They use formats to create multiple calendar views that are comprehensive for users and easy to edit for staff.

The full quote from CivicPlus is attached and explains in detail some of the capabilities of the product. Designing the website will be a collaborative effort with a team of staff and citizens to come up with a design that best fits the Town's brand.

Social Media

In conjunction with the website, the Town is looking at building more of a social media platform. A strong social media presence will help to reiterate information on our website and they play off each other in an effort to reach as many citizens as possible. This also helps our residents better communicate with staff on questions and concerns. Other social media avenues will also be considered including Linked In and Twitter.



Office 365

The Town's email server is out of date and needs to be upgraded. This is crucial to making sure that we are meeting the proper guidelines for open records and to give adequate storage capacity to meet these requirements. The current email server hosts a very limited amount of storage which creates filled email boxes, rendering them useless until old emails are deleted. We are proposing an upgrade to Office 365 Suite which will expand the storage and our emails immensely and get the Town in compliance with any open record requests we may receive. The proposed upgrade will get office staff to the latest versions of Microsoft Office and will provide the Fire Department with adequate permissions to use applications that are vital to their department.

Recommendation:

Staff recommends approval of a contract with Civic Plus to develop and implement a new website platform for a one time investment cost of \$9,600.00 and an annual services cost of \$2,250.00 for a total cost of \$11,850.00.

Staff also recommends approval of a service contract with Heartland Business Systems for Office 365 licenses and Active Directory configuration for upgraded email service and Microsoft Office Suite.



CIVICCMS®

Town of Delafield, WI

Website Redesign, Development, and
Implementation Services

Presented by
Richard Jones
rjones@civicplus.com
(785) 323-4713

Letter of Introduction

Dan Green
Town Clerk
Town of Delafield
W302N1254 Maple Avenue
Delafield WI, 53018

January 16th, 2020

Dear Dan,

I am delighted to submit this quote for a website redesign for the Town of Delafield.

CivicPlus is the leading developer of municipal websites in the United States, with over 3,500 clients. Our sole focus is the municipal sector, including counties, cities, townships, villages, boroughs, special districts and municipal related associations.

As you consider your options, I did want to highlight the following:

- We have numerous municipal clients throughout the state of WI
- You will receive a custom new design and layout, built in Responsive Design, to accommodate the various sizes of mobile and tablet devices currently in use.
- This proposal includes full content development, migrating existing pages and building out new content, as provided.
- We offer two-way integration with Social Media.
- Our CMS is very intuitive, and we believe the easiest to use in the industry.
- We can also provide optional software for a variety of online services such as Emergency Notifications and 311 Services.

We are committed to forming a long-term partnership with the Town, providing a cost-effective upgrade to your website now while planning for future challenges as your needs evolve. I look forward to having the opportunity to present our services and demo our application.

Sincerely,



Richard Jones
Wisconsin Sales Representative
rjones@civicplus.com

Executive Summary

The following is a brief overview of what we feel are our key differentiators and what has led to our national success serving the municipal sector.



Created to Meet Your Needs

Developing your new website under the Open Source Initiative provides CivicCMS with the flexibility to develop new features and modules to help you meet your goals and vision.



Our Drupal Platform

CivicPlus will develop your site on one of the industry’s most trusted open source platforms, Drupal. It is the platform of choice by national, state, and local governments all over the world.



We Build Long-Term Relationships

Our partnership with you is only beginning at go-live! We provide ongoing customer support and our Account Management team will work with you to help you evolve your web environment throughout your relationship with CivicPlus.



Easiest System for Updating & Adding New Content

Your new CivicCMS website will be specifically designed for ease-of-use so your staff, regardless of their technical skill level, can maintain and update your new website easily and efficiently.



Custom & Responsive Design

Your custom-designed website will be fully responsive on multiple devices including smart phones, tablets and wide screen monitors.



Useful & Relevant Modules

CivicCMS is flexible and scalable to grow with your web environment at your speed and need without extra features and functionalities that are not as relevant.



Affordable Cost, Flexible Payments

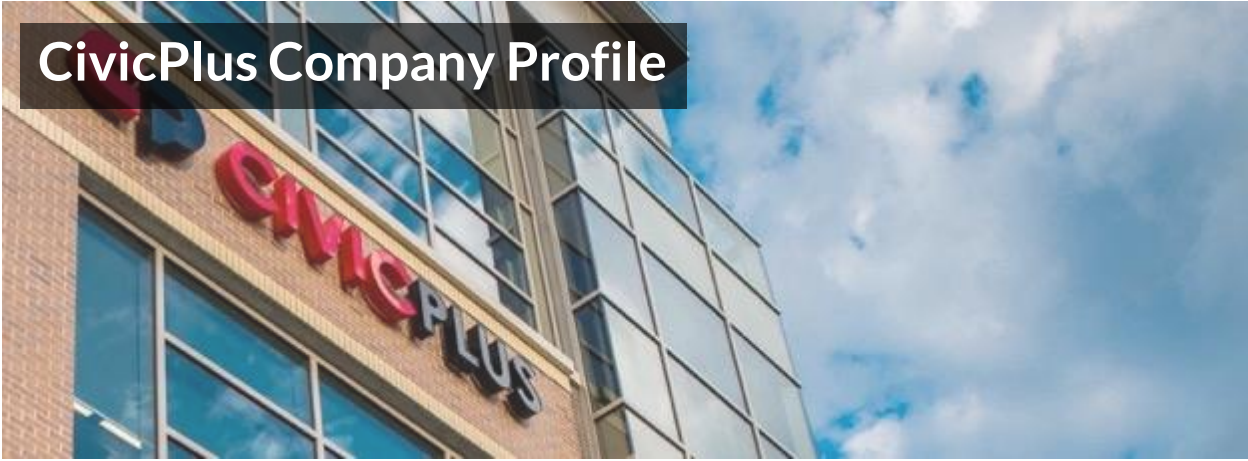
We understand the fiscal challenges municipalities face on a daily basis, so CivicPlus offers payment options to meet your budgeting needs.



Security and Protection—Priority One!

Our Tier IV secure hosting facilities are monitored 24/7 and your website is backed up daily off-site. We deploy state-of-the-art hardware and software to prevent DDoS and hacking attacks to protect your investment.

CivicPlus Company Profile



CivicPlus is the leading national provider of local municipal websites—the most innovative, user-friendly and comprehensive source for engaging constituents online. Our clients' solutions are based on the latest in web coding technologies. They function across all major browsers, platforms (including mobile) and incorporate engaging features such as social media integration.

CivicPlus was founded over 20 years ago. Today, we have 350 staff members and continue to implement new technologies and services to maintain the highest standards of excellence and efficiency for our more than 3,500 clients and over 70,000 users. Our commitment to setting the standard in website design, management and government communication has been instrumental in making CivicPlus a leader in web design, communication programming and hosting.

Your new website will convey a sense of place for your community, be visually appealing and utilize the latest technology to provide a convenient source of information to communicate and engage your community so they can find the information they need, when they want it.

Why should the Town of Delafield choose CivicPlus to achieve its vision?

- We are driven by client service, not billings. Our goal is to become your trusted partner and deliver what you need.
- We set the industry standard and have the reputation to back it up, for helping governments better connect with citizens and constituents and we will bring that same expertise to your project.
- We deliver in-house professional services to provide direction for your vision, alignment, consistency and peace of mind knowing your website will be what you need today and tomorrow.
- We develop highly-usable, mobile responsive sites so your website is available anywhere at any time.

- We create a website specific to how you and your citizens will use it and design it to be both end-user and maintenance friendly. We securely host your site in our state-of-the-art facilities – keeping it safe. We exceed industry standards maintaining over 99.9% up time for our clients’ websites!
- Our proven step-by-step implementation process has been effective for clients throughout the United States, Canada and Australia.

Since our inception nearly 20 years ago, our focus has been and continues to be, helping local governments work better and that involves knowing what you need to be successful in your procurement process. From the RFP process and finalization interviews to contract negotiation and approval to accounting and billing, CivicPlus brings the experience and familiarity with procurement processes to help keep your project moving forward and moving smoothly.



In the last four years, CivicPlus clients have been honored with more than 290 top website awards. With a concentrated focus on e-government, transparency, usability, functionality, unique design and Web 2.0 technologies, your municipality cannot only receive the rewards that come from a seamless communications platform, but also the honor of industry and peers.

Through the implementation of strategic website solutions CivicPlus clients have won top awards from the nation’s premier government associations.

- City-County Communications & Marketing Association (3CMA)
- National Association of Government Webmasters (NAGW)
- National Association of County Information Officers (NACIO)
- California Association of Public Information Officials (CAPIO)
- Center for Digital Government Digital Counties Survey
- Public Technology Institute
- Best of the Web Awards

Here is a link to some of our award winners:

<https://www.civicplus.com/local-government-website-awards>



We Make Government Work Better.

Project Goals & Guidelines

Overall Project Goals

- 1.) Your new CivicCMS website will be a fully custom, modern responsive design utilizing a feature-rich content management system (CMS). We believe our platform is the best value for our customers and is tailor-made for the small government market, in which municipal staff juggle many roles and often lack sufficient technological support. Our websites are easy to use, easy to maintain, and will meet or exceed the town's needs.
- 2.) Our expert designers will guide your team towards the perfect homepage design and consistent user experiences for all departments and subpages. Google Analytics is integrated with the CivicCMS platform to track website performance after launch.
- 3.) Ability to limit the number of content administrators you may configure within the system. Our user account system offers many ways to control access to your department pages and allows each group to manager their own material. Advanced, site-wide administrators may support these individuals, as needed, in addition to performing higher level management of the website.
- 4.) Your CivicCMS website is highly ADA compliant upon launch. We have partnered with accessibility services provider AudioEye to offer additional functionality for those clients who prioritize compliance beyond our existing best practices.
- 5.) Our Drupal-based platform enables us to deliver new functionality to our customers over time. Many additional modules or advanced features may be leveraged at a future date, once the town is ready to build upon our base implementation.
- 6.) We proudly meet the rigorous security and infrastructure standards demanded by thousands of government entities for their websites and related applications.

Project Guidelines

- 1.) You will work with our designers to achieve a unique homepage for the town that combines graphical and navigation elements in a refreshing and functional way. We do not restrict you to a certain number of mockup iterations during the ideation process.
- 2.) You will approve department/subpage formatting during the design process. The training process will guide website administrators how to maximize functionality within these general parameters of the page, including how to add photos where desired.

3.) The CivicCMS platform is easily managed by users of all comfort levels. Editing pages is comparable to editing Word Documents. Our team regularly trains municipal staff, and we understand how internal processes can be complemented or streamlined with our platform and, therefore, adapt training to match our customers' needs.

4.) The search module quickly scans all pages AND uploaded files for your keywords, saving time for both residents and the town staff members who use or manage website content. Google Analytics is included with every CivicCMS implementation.

5.) We frequently connect residents with 3rd party services. A cursory review of the Delafield website, CivicCMS will have the ability to expand services as the town grows.

6.) Your new CivicCMS website uses responsive design. The content will adjust itself for any size screen or device. Your administrators can perform edits on mobile devices and tablets, as well.

7.) Our team is prepared to migrate all of your current website material to the new environment. Two general exclusions, however, include audio files and video files (if applicable). These file types must be stored externally. CivicCMS includes a popular integration with YouTube and Vimeo for adding video players on department pages.

8.) Your website will be hosted in a state-of-the-art, Tier 4 facility, with N+2 power, cooling, generators, armed guards and manned 24/7/365. More information is available in the "Support, Maintenance & Hosting" section of this document. Regarding emails, our webform module protects staff and board member addresses from abuse.

9.) The CivicCMS platform is based in Drupal, one of the most popular open-source frameworks used by government entities for their websites.

10.) We can create private, staff-only content just as easily as we can build your public-facing department pages. An intranet may be constructed prior to website launch or in the future when you are ready. Admins can be trained to do this without our assistance.

Other Comments

Requirements: This proposal includes all costs necessary to operate your CivicCMS website. Your team must simply use modern devices and updated internet browsers to access and utilize the online content management system's interface.

Training: Training for all staff (no limit on # of administrators)

Typical Project Timeline

Design creation, accessibility, usability guidance, content optimization, training - CivicPlus delivers all of this and more during the development of your CivicCMS new website. Your exact project timeline can vary based on determined project scope, project enhancements purchased, your availability for meeting coordination, action item return and completion, approval dates kept, and other factors.

Based on our experience, the estimated timeline for the successful completion of your CivicCMS project is approximately 12-15 weeks.

| Implementation Phase | Timeframe | Deliverables |
|---|-----------|---|
| Phase 1 Strategy Sessions & Discovery | 1 Week | <ul style="list-style-type: none"> Define Core Objectives Needs Assessment |
| Phase 2 Design & Architecture | 3-4 Weeks | <ul style="list-style-type: none"> Design Meeting with Client Website Committee Homepage Options & Layout Subpage Design and Layout Finalize Design (once you are completely satisfied) |
| Phase 3 Site Implementation | 2-3 Weeks | <ul style="list-style-type: none"> Identify Global and Cascading Navigation (and related links) Implement Design within CivicCMS |
| Phase 4 Content Development | 4-5 Weeks | <ul style="list-style-type: none"> Migrate Agreed Existing Content |
| Phase 5 Training & Education | 1 Week | <ul style="list-style-type: none"> Sessions for Content Editors and Site Administrators Group and Individual Sessions |
| Phase 6 Deployment & Go-Live | 1 Week | <ul style="list-style-type: none"> Final Quality Check of Website Install and Activate Selected Modules DNS & SEO Activities |



Content Management System (CMS)

Our exclusive **CivicCMS** software has been built using the open source Drupal platform and has been customized solely for municipal use. We have created unique content types and modified dozens of modules to conform to the needs of local governments.

Drupal is the most common website platform in use by national, state and local governments all over the world. Many large cities (such as San Francisco, Boston, and Los Angeles), and hundreds of towns have committed to migrating their websites to Drupal. Recently, the state of Massachusetts upgraded all of their websites onto the Drupal platform. Other Drupal websites include the White House, Homeland Security, FEMA, dozens of other Federal Departments, and the States of Georgia and North Carolina.

Please view the next two pages for examples of our features and modules.

Interactivity

Our CMS comes equipped with numerous tools and modules to maximize the interactive experience between visitors and your website content. Examples include:

I. Email Broadcast of New Content

Email notification lists are managed within the Drupal platform, allowing our clients to create lists for visitors to sign up (i.e., News & Notices, Urgent Alerts, Board Agendas/ Minutes, etc). There is no limit to the number of lists you can create; our CMS maintains each list individually. Postings can be made from any computer/mobile device and can be scheduled in advanced. We can bulk load any current lists into our CMS.

II. Calendar

Our CMS houses an intuitive calendar feature. Allowing staff to create multiple calendars for various meetings and events. Ability to integrate with Google Maps, Attach documents and also equipped with built-in YouTube Video Players.

III. Text Messaging

Our system allows clients to send out text messages for town alerts at no additional cost.

IV. Webforms Module

Incorporated into our CMS is a webforms application that allows clients to create fillable forms and surveys for a variety of needs. Every online submission goes into immediately into a database and may be routed to one or more email accounts simultaneously.

V. Payment Systems Integration

Our system allows clients to continue using Payment Systems with an iFrame or an embed.

VI. Cabinet

Department content storage area. Allowing staff to delete multiple published content from one location.

A full list of the available apps and modules is provided on the next page.



The support has been amazing from day one. We worked closely with your employees during initial setup stages, creating the webpage, training, and for follow-up. Your team of employees know what the City was looking for and created it with ease.

Felicia B., Aberdeen, MD

Available Apps & Modules

Constituent Communication Apps

| | | | |
|-------------------|----------------------|------------------|------------------------|
| E-Alert Center | Document Center | Calendar Center | Webforms Center |
| Notify Me | Bid Postings | FAQs | Interactive Maps |
| Job Postings | Business Directory | Recyclopedia | Facebook Integration |
| Service Requests | Twitter Integration | Google Translate | Sharing Widget |
| RSS Feeds | Agenda Builder | Comment Center | Advanced Search Engine |
| Surveys & Polling | Trash/Recycling Week | Quick Links | VTS Blog |

Design & Graphics Modules

| | | | |
|---------------------|---------------------|---------------|------------------|
| Responsive Design | Bulletin Boards | Photo Gallery | Embedded Video |
| Mega Menus | Custom Subsites | Help Centers | ADA Compliance |
| Dynamic Breadcrumbs | Captioning/ALT Tags | Image Library | Printer Friendly |

Content Management Features

| | | | |
|----------------|--------------------|-----------------------|---------------------|
| WYSIWYG Editor | 'Review On' Dating | Schedule Publishing | Schedule Expiration |
| Image Editor | Versioning | Taxonomy | Staff Intranet |
| Previewing | Auto Cascading | Persistent Navigation | Dynamic Site Map |
| Forms Builder | Tags/Views | Menu Manager | Font Creator |

Administration & Security

| | | | |
|---------------------|--------------------------|-----------------------|------------------|
| Roles & Permissions | Content Workflow | CAPTCHA Secure | Archive Center |
| Broken Links Report | Audit Trail/History Logs | Domain Management | Google Analytics |
| Secure Site Gateway | Link Checker | In-Site Documentation | Password Secure |

Support, Maintenance & Hosting



Our proposal is to train your staff to maintain the website once it is fully built out and to provide ongoing support to them as needed. Our content management system is very intuitive, and documentation is built into each form. Staff training is conducted online and will be a combination of small group sessions and individual instruction. There will be a separate session for site administrators. CivicPlus will also supply training manuals for those preferring written documentation.

Our proposal also includes the ongoing hosting of the website in a secure environment.

Support & Maintenance

Once the new website is live, staff will be responsible for updating the content. As part of this proposal, we will provide unlimited, ongoing customer support for your core staff members. Each member can contact us via phone or email Monday-Friday, 8:00 a.m. to 5:00 p.m. EST or any type of assistance building or editing content. This is no limit to the amount of assistance we would provide.

We also offer an Online Support Center which includes a variety of short online videos, quick reference guides, webform examples and useful tips. CivicPlus also provides no-cost monthly online webinars for any other employees or board members designated to maintain part of the website. Each webinar session is 30 minutes long and every month includes a basic session for new employees/new users along with some specialized topics. Staff can take the sessions at their workstations and interact with the trainer via phone.

CivicPlus is responsible for all ongoing maintenance. This includes various security and other patches provided by the greater Drupal community, as well as any module updates provided by the module maintainers. We also provide ongoing development of our CMS with releases of new functionalities and features usually on a quarterly basis.

We encourage our clients to submit suggestions. These will be added to our development roadmap and addressed if both appropriate and possible. We have yet to charge any of our clients for the implementation of their suggestions, as long as they can be used across our client base.

Our clients do not host their website internally. All of our websites are hosted by us in conjunction with a third-party managed solution, Contegix, a national hosting provider specializing in the Drupal Platform (www.contegix.com). This will allow us to maintain strict control over hacking attempts and DDoS attacks and provide an easy pathway for us to implement feature upgrades and service patches.

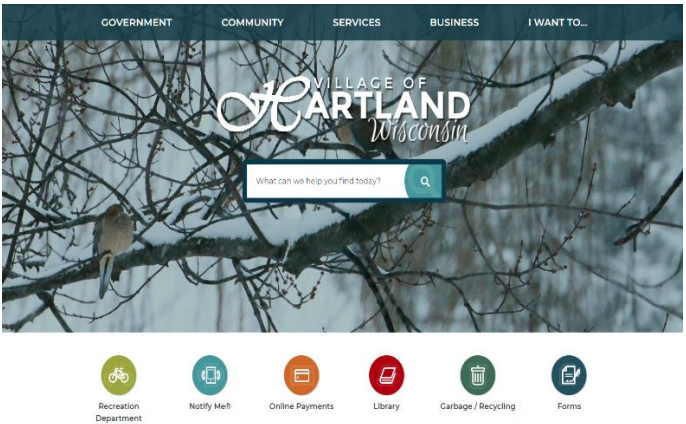
Your website would be hosted at their Reston, VA data center. This is a state-of-the-art, Tier 4 facility, with N+2 power, cooling, generators, armed guards and manned 24/7/365. The systems have redundant power supplies and disk arrays with a hardware RAID card. For hosting we utilize an OpenStack based cloud that is fully redundant. The server that would host your site is a dedicated CivicCMS server that utilizes 12 webheads and a load balancer to account for traffic surges as needed. It is a multitenant server, all municipalities utilizing the same CMS. Your website is backed up daily to a Contegix data center in Las Vegas, Nevada.

We are committed to 99.9% uptime and rapid response to any technical issues that may arise. For any technical issues or needs, clients have 24/7 access to our support team.

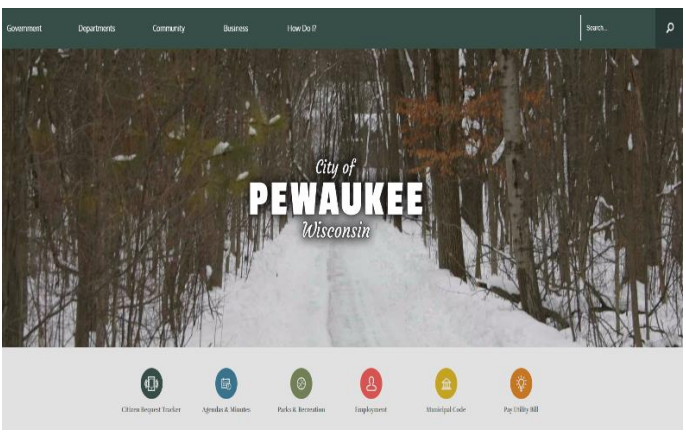
Occasionally our clients encounter natural disasters such as tornadoes or tropical storms, and man-made crises (Newtown, CT, Parkland, FL). In all cases, our staff is committed to take on an active webmaster role as needed at no cost to our clients.

| Hosting | Support | CMS Applications & Maintenance |
|--|--|--|
| Secure Host in Blackmesh Data Center | Customer Support, 8AM-6PM EST, Monday-Friday | Automatic Upgrades of Enhancements |
| Shared Web/SQL Server, Load Balancing | 24/7 Emergency Support | Install Service Patches, as Applicable |
| Redundant ISP | Dedicated Support Personnel | Ongoing Module Upgrades |
| 24/7 Monitored Facility | Max 2 Hr. Response for Customer Support | Core Drupal Upgrades, as Applicable |
| Redundant Power Supplies with Backup Generator | Built in Training Documentation within CMS | Full CMS Licensing |
| Mirrored Backup Server to Nevada Center | Monthly User Tutorials | New Features Roadmap |
| 99.999% Uptime | Periodic User Group Meetings | Staging Environment for All Testing |
| Intrusion Detection & Protection | Newsletters & Email Notices | SSL Certificates |

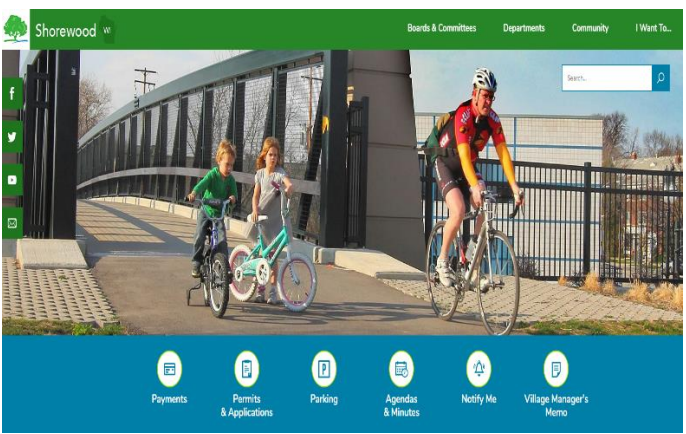
Client Examples | All Designs Are Custom



Village of Hartland, WI
<https://villageofhartland.com>



City of Pewaukee, WI
<https://cityofpewaukee.us>



Village of Shorewood, WI
<https://villageofshorewood.org>



Accessibility

ADA Section 508 Compliance

We provide highly compliant sites based on WCAG 2.0 AA guidelines. Our focus is to provide a high degree of compliance to maximize accessibility for all users while providing freedom to create a visually rich and appealing site.

Our approach for each website includes the following steps:

- We will deliver you a site that is free of all “Errors” as defined by the standard for industry accessibility checking: <https://wave.webaim.org/>
- Whenever possible we will use text-based fonts to replace graphics for design elements such as icons, links, and buttons.
- Our designs will focus on color schemes that will satisfy required color contrast requirements.
- Our CMS has been built to require “Alt Tags” whenever images are uploaded.
- Our trainers will use CivicPlus best practices to teach your staff to keep your content and design elements accessible and up-to-date with the latest ADA/WCAG standards.
- PDFs need to be saved in an accessible format. While the responsibility for this lies with our clients, we will provide instructions to your staff for the best way to accomplish this.
- Our product team closely follows changes in regulations and updates our best practices as well as provides regular updates to clients via our CivicPlus website, webinars, and other publications.
- Ongoing Scans – we think it is a best practice to occasionally scan your site to check ongoing compliance. Our customer support team will show you how to scan your site or will run periodic scans upon request.

Costs & Deliverables

CIVICCMS Website Package

Graphic Design

- Custom Design; Fully Responsive Format (Smart Phones, Tablets)

Content Development

- Content Development
- Migrate 400 Pages of Content and/or Documents.
- Including 1 Year of Agendas and Minutes from current Town of Delafield website.

Staff Training

- Online Training, as needed; minimum One Day (8 hours)
- Full Access to Library of Videos/Documentation

Supplemental Modules at No Cost

- Bids/RFP's
- Intranet
- Agenda Manager
- Popular Pages
- Recyclopedia
- Business Directory

Secure Hosting

- SSL Certificates
- Tier 4 Data Center
- Nightly Offsite Backups
- Intrusion Detection, DDoS Mitigation

Ongoing Customer Support

- Unlimited Live Support for Up to 4 Users
- Unlimited Number of Content Editors
- Free Monthly Webinars
- 24/7 Technical Support

CIVICCMS Application

- Annual CMS Usage License
- Unlimited Number of Content Editors
- Periodic Module Upgrades
- Full Maintenance & Service Patches
- ADA Compliant

Also Includes

- Apache Solr Search Appliance
- Google Analytics
- E-Subscriber Mail Lists
- Social Media Integration
- Web Forms Builder
- No Storage Limit on Future Pages & Files

One Time Investment: \$9,600

Annual Services: \$2,250

Billed Together in Year 1

**OPTION: Spread All Costs over 3 Yrs:
\$5,450 per Year**

Annual Services

Hosting, Support & Maintenance

Each year of your contract, you'll receive system enhancements, maintenance, optimization, and have full access to our support staff so your site stays up-to-date with our latest features and functionality. (Annual Hosting/Maintenance Services are subject to a cumulative annual 5% technology fee increase beginning Year 3 and beyond)

- Secure Hosting and Security Services
- Software maintenance including service patches and system enhancements
- 24/7 technical support and access to the Online Help Center
- Unlimited Live Customer Support for up to 4 Designated Users
- Account Management Team for ongoing support and web environment evolution

\$2,250 Annually

CivicPlus Advantage - Alternate Payment Plan

The CivicPlus Advantage (CPA) payment alternative payment plan provides zero interest, level payments that divides the One-Time Implementation Investment expense of your project over the first three (3) years of your contract to assist with your initial out of pocket expense and budget allocation. Each payment also includes your Annual Hosting/Maintenance Services.

| | | | |
|--------------------|---------|-------------------|---------------------------------|
| 1st Year CPA | \$5,450 | 3rd Year CPA..... | \$5,450 |
| 2nd Year CPA..... | \$5,450 | 4th Year CPA..... | \$2,363 |
| | | | (Annual plus 5% Technology Fee) |



Statement of Work

Town of Delafield

ACTIVE DIRECTORY AND O365 SETUP

SOW Prepared By:

Jason Gaffney
Heartland Business Systems
jgaffney@hbs.net



Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, hereinafter referred to as “HBS” for Town of Delafield, hereinafter referred to as “Customer”.

The objectives of the Project are to setup a new Active Directory environment to merge the existing AD environments into one. In addition to setting up their Office 365 tenant and Active Directory sync.

Project Scope

HBS will provide the following services and material, herein referred to as “Scope”:

In Scope

- Setup new AD environment
- Setup Office 365 tenant.
- Setup Active Directory synchronization
- DNS cutover

Out of Scope

- Creating new users
- Email migration
- Server builds
- Moving PCs from old domain to new

Assumptions and Dependencies

- Customer to provide remote access prior to and throughout the project
- Customer will provide enough space for installing the new equipment
- Customer will allow the Heartland Business Systems engineer to connect their computer to Customer network in order to perform their duties. Heartland Business Systems is willing to allow Customer to examine said notebook for current anti-virus software if needed.
- Customer agrees that Heartland Business Systems will have unescorted and un-supervised access to any new components being installed as a part of this project. Requirements for supervised access to equipment must be discussed at the project kick off meeting and extra charges may need to be added to the project to compensate for the additional time.
- Customer will have working Internet access available to the engineer at the location where the work will be performed
- All professional services work will be completed during the normal business hours of 8:00am – 5:00pm M-F, local time, unless other arrangements are agreed to. Any time incurred after 5:00pm and before 8:00am will be charge at a rate of 1.5 per hour.
- All travel expenses occurred on this project will be applied to the project hours accordingly.
- Heartland Business Systems staff is available for additional hands-on training after implementation on a time and materials basis.
- HBS and Customer will both ensure that adequate resources for which each respective party is responsible are available when needed throughout the duration of this engagement. The timely completion of this engagement will



depend on the availability of the necessary Customer personnel committed to this effort. This SOW assumes that Customer's subject matter expert, technical resources, and any named resources will be available as scheduled to provide information and access to the HBS team for the duration of the project.

- Customer will provide a single point of contact with decision-making authority to interface with the HBS project manager. This person shall have the authority and is responsible for signing this SOW, any Change Orders, and the Acceptance documents throughout the project.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS (i.e. software bugs, hardware failures, telecommunication circuits, server issues, and desktop issues). HBS can assist with these out of scope issues through the Change Management process.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors.
- Any potential dependencies discovered prior to implementation will be communicated to Customer to determine impact.

Estimated Hours

This is an estimate of hours and, by its nature, is a "best guess", based on industry standards and best practices, HBS' experience, and your needs as communicated thus far. HBS used input from its most experienced team members to generate this estimate. The pricing is set forth on the attached Quote.

| Server and Active Directory merge/migration | Estimate |
|---|----------|
| Promote new servers to Domain Controllers | 2 |
| Join file server to domain | 2 |
| Setup OU structure | 2 |
| Create users/password | Client |
| Setup Office 365 Tenant | 4 |
| Setup AAD Connect (AD sync) | 6 |
| Setup print services | 4 |
| Create any Group Policies (Print, mappings etc...) | 4 |
| Migrate existing data | Client |
| Disjoin PC from current domain/ join PC to new domain | Client |



Responsibilities

Customer Responsibilities

The items listed below shall be the responsibility of the customer.

- Endpoint and mobile device configuration
- Communication of outages
- Assistance with testing and validation

Project Completion

The Project will be complete when all Deliverables have been provided to Customer.

Customer will have three (3) business days to review each Deliverable. If HBS is not provided a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a change request approved by the customer before any work can be continued. Any additions/deletions/modifications to the agreement, regardless of modification to project value, require a change request approved by the customer prior to either party performing work.

HBS will submit a formal Change Request for customer approval that documents the out of scope work, and any associated costs or schedule changes. When a Change Request is approved and signed by Customer, it becomes a Change Order and is formally considered a part of this Agreement.

Terms

Binding Agreement - This Statement of Work (SOW) describes the professional services and/or products, and results to be provided by HBS. When mutually executed for implementation, this SOW becomes contractually binding on HBS and Customer under the terms and conditions of the HBS Standard Terms and Conditions (STC) document.

Order of Precedence - Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions (“STC”) shall be resolved by giving priority and precedence in the following order:

- Statement of Work (SOW)
- Standard Terms and Conditions (STC)

Work Hours - All professional services work will be completed during the normal business hours of 8:00am – 5:00pm M-F Central Time, unless other arrangements are agreed to. Any unplanned work occurring after 5:00pm or before 8:00am or on weekends is subject to a bill rate of 1.5 times the normal rate.



Promises – No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this Project and SOW.

Confidentiality Agreement

Each party to this Agreement may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this Agreement, except as may be necessary to comply with the laws or a court having proper jurisdiction.

Active Directory and O365 Setup

Quote #219821 v2

Prepared For:

Delafield, Town of
 Chris Pinkowski
 W302N1254 Maple Avenue
 Delafield, WI 53018

 P: (262) 317-3349
 E: Chris.Pinkowski@raSmith.com

Prepared By:

Milwaukee Area Office
 Steve Waggoner
 N28 W23050 Roundy Drive Suite 200
 Pewaukee, WI 53072

 P:
 E: swaggoner@hbs.net

Date Issued:

04.03.2020

Expires:

04.15.2020

| Option A - Mix G3/G1 | Recurring | Price | Qty | Ext. Recurring | Ext. Price |
|---|-----------|---------|-----|----------------|-----------------|
| Quote#: 219821 - Active Directory and O365 Setup | \$0.00 | \$0.00 | 1 | \$0.00 | \$0.00 |
| This option includes O365 G3 for 10 users and G1 for 30 users G3 provides unlimited personal cloud storage and the desktop versions of Office applications: Word, Excel, PowerPoint, and Outlook (plus Publisher and Access for PC only) G1 provides 1TB OneDrive storage per user and web versions of Word, Excel, and PowerPoint O365 always provides the latest versions software. If it is determined that a G1 user needs G3 - we can upgrade their subscription. | | | | | |
| Office 365 GCC G3 - Premium | \$20.00 | \$20.00 | 10 | \$200.00 | \$200.00 |
| Office 365 GCC G1 - Essentials | \$8.00 | \$8.00 | 30 | \$240.00 | \$240.00 |
| Recurring Subtotal | | | | | \$440.00 |
| Subtotal | | | | | \$440.00 |

| Option B - G3 for all users | Recurring | Price | Qty | Ext. Recurring | Ext. Price |
|---|-----------|---------|-----|----------------|-----------------|
| Quote#: 219821 - Active Directory and O365 Setup | \$0.00 | \$0.00 | 1 | \$0.00 | \$0.00 |
| This option includes O365 G3 licenses for all 40 users G3 provides unlimited personal cloud storage and the desktop versions of Office applications: Word, Excel, PowerPoint, and Outlook (plus Publisher and Access for PC only) G1 provides 1TB OneDrive storage per user and web versions of Word, Excel, and PowerPoint O365 always provides the latest versions software. | | | | | |
| Office 365 GCC G3 - Premium | \$20.00 | \$20.00 | 40 | \$800.00 | \$800.00 |
| Recurring Subtotal | | | | | \$800.00 |
| Subtotal | | | | | \$800.00 |

| Option C - Mix G3/G1 with Office 365 Apps for Enterprise | Recurring | Price | Qty | Ext. Recurring | Ext. Price |
|--|-----------|---------|-----|----------------|-----------------|
| Quote#: 219821 - Active Directory and O365 Setup | \$0.00 | \$0.00 | 1 | \$0.00 | \$0.00 |
| This option includes O365 G3 for 10 users and G1 for 30 users We would then supplement Office ProPlus (tied to a user) to provide the desktop versions of Office applications. I have included QTY 15 as a sample G3 provides unlimited personal cloud storage and the desktop versions of Office applications: Word, Excel, PowerPoint, and Outlook (plus Publisher and Access for PC only) G1 provides 1TB OneDrive storage per user and web versions of Word, Excel, and PowerPoint O365 ProPlus is an Office 365 Subscription which always provides the latest versions software | | | | | |
| Office 365 GCC G3 - Premium | \$20.00 | \$20.00 | 10 | \$200.00 | \$200.00 |
| Office 365 GCC G1 - Essentials | \$8.00 | \$8.00 | 30 | \$240.00 | \$240.00 |
| Office 365 ProPlus for GCC | \$12.00 | \$12.00 | 15 | \$180.00 | \$180.00 |
| Recurring Subtotal | | | | | \$620.00 |
| Subtotal | | | | | \$620.00 |

| Option D - Mix G3/G1 with Office 2019 Professional | Recurring | Price | Qty | Ext. Recurring | Ext. Price |
|---|-----------|----------|-----|-------------------|------------|
| Quote#: 219821 - Active Directory and O365 Setup | \$0.00 | \$0.00 | 1 | \$0.00 | \$0.00 |
| This option includes O365 G3 for 10 users and G1 for 30 users We would then supplement Office 2019 Professional (tied to a machine) to provide the desktop versions of Office applications. I have included QTY 7 per the notes G3 provides unlimited personal cloud storage and the desktop versions of Office applications: Word, Excel, PowerPoint, and Outlook (plus Publisher and Access for PC only) G1 provides 1TB OneDrive storage per user and web versions of Word, Excel, and PowerPoint Office 2019 Professional is a traditional Microsoft license for Office 2019 Professional; we have included Software Assurance to provide future upgrades | | | | | |
| Office 365 GCC G3 - Premium | \$20.00 | \$20.00 | 10 | \$200.00 | \$200.00 |
| Office 365 GCC G1 - Essentials | \$8.00 | \$8.00 | 30 | \$240.00 | \$240.00 |
| Microsoft Office 2019 Professional Plus - License - 1 License - Local Government | \$0.00 | \$487.02 | 7 | \$0.00 | \$3,409.14 |
| Microsoft Office Professional Edition - Software Assurance | \$0.00 | \$282.44 | 7 | \$0.00 | \$1,977.08 |
| Recurring Subtotal | | | | \$440.00 | |
| Subtotal | | | | \$5,826.22 | |

| Services | Price | Qty | Ext. Price |
|--|----------|-----|-------------------|
| HBS - T&M Labor Estimate The Town of Delafield will be invoiced for actual hours required. | \$135.00 | 24 | \$3,240.00 |
| Subtotal | | | \$3,240.00 |

| Quote Summary | Recurring | One-Time |
|--|-------------------|--------------------|
| Option A - Mix G3/G1 | \$440.00 | \$440.00 |
| Option B - G3 for all users | \$800.00 | \$800.00 |
| Option C - Mix G3/G1 with Office 365 Apps for Enterprise | \$620.00 | \$620.00 |
| Option D - Mix G3/G1 with Office 2019 Professional | \$440.00 | \$5,826.22 |
| Services | \$0.00 | \$3,240.00 |
| Total: | \$2,300.00 | \$10,926.22 |

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. QT.2018.v2.4

| Acceptance | |
|-----------------------|---------------------------|
| Milwaukee Area Office | Delafield, Town of |
| Steve Waggoner | |
| Signature / Name | Signature / Name Initials |
| 04/03/2020 | |
| Date | Date |

CSP Getting Started

To get started leveraging the benefits of Microsoft's CSP licensing model, please have the Global Admin of your account click on the following links to provide Heartland with Delegated Admin Privileges and to agree to Microsoft/TechData terms and conditions.

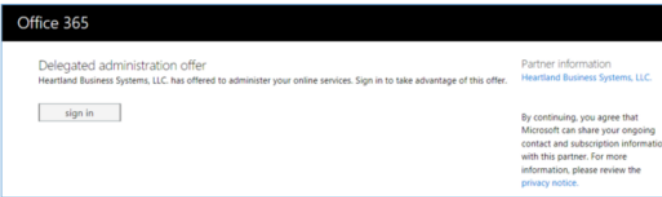
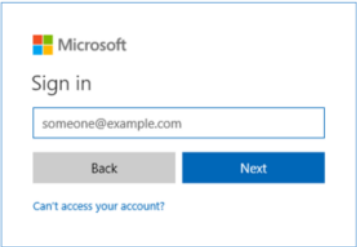
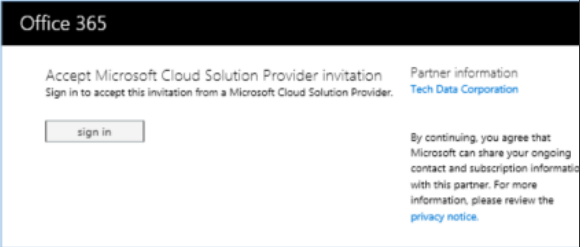
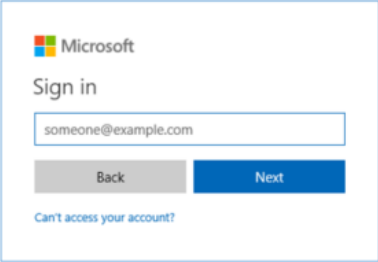
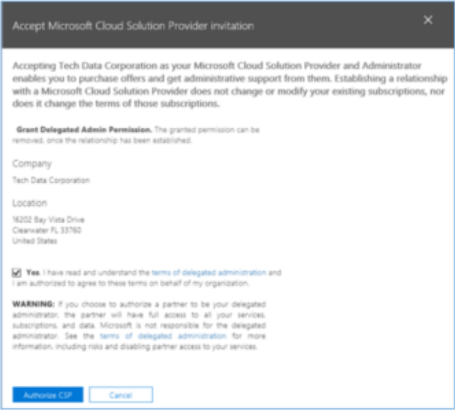
Step 1: Allow Delegated Admin for Heartland:

Please click the following link to accept this invitation and authorize Heartland Business Systems, LLC ("HBS") to receive Delegated Admin Privileges for your Microsoft account. Delegated Admin is required in order to manage your licenses for accurate and automatic billing, monitor license usage compared to your investment, and provide support services and escalation if needed: <https://businessstore.microsoft.com/manage/partner-invitation?invType=ResellerRelationship&partnerId=c6b0727d-2ccb-4a78-b0fc-e015f32f64e2&msppId=0&DAP=true>

Step 2: Accept CSP Terms & Conditions to Purchase Licenses

Please click the following link to accept the terms and conditions of Microsoft's CSP licensing model to authorize Heartland and TechData access to your Microsoft account to procure the desired licenses: <https://portal.office.com/partner/partnersignup.aspx?type=ResellerRelationship&id=d5c77776-8b4c-4ceb-81da-566aba9c59c5&msppid=676268&csp=1>

The following includes screenshots of each process from the Global Admin's perspective:

| Allowing Delegated Admin | Accepting CSP Terms & Conditions |
|--|--|
| <p>Delegated Admin Invitation Acceptance</p> <ol style="list-style-type: none"> Client's Global Admin clicks link provided by HBS  <ol style="list-style-type: none"> Client's Global Admin signs into tenant  <ol style="list-style-type: none"> Client accepts HBS as a Delegated Admin | <p>CSP Terms & Conditions Acceptance</p> <ol style="list-style-type: none"> Client's Global Admin clicks link provided by HBS  <ol style="list-style-type: none"> Client Global Admin signs into tenant  <ol style="list-style-type: none"> Client checks the box accepting the terms and conditions and selects "Authorize" button.  |

Thank you for the opportunity to serve you and your Microsoft cloud licensing needs.

Microsoft CSP Engagement Outline

Microsoft CSP Terms & Conditions

SCHEDULE to the Service Agreement (“Agreement”) dated between Heartland Business Systems LLC, a Wisconsin limited liability company, hereafter called Heartland and Customer.

Heartland and Customer (hereafter called PARTIES) agree as follows:

1. The terms of this SCHEDULE shall govern in the event of a conflict between the terms of the Agreement and the terms of this SCHEDULE.
2. **Term.** The term of this SCHEDULE and Engagement shall begin at contract start date and remain in effect unless terminated for any reason with a sixty (60) days written notice given by Customer or Heartland.
3. **Additions/Deletions** For monthly subscriptions, customer has the right to increase or decrease quantities on an as needed basis monthly. For annual subscriptions, customer has the right to increase license quantities on an as needed basis. As a condition of this agreement, customer agrees to allow Heartland to adjust licenses on an as needed based on customer email request without signed quote approval. This provides for more nimble processing of licenses on an as needed based for the customer.
4. **Support.** It is understood that, as per Microsoft CSP Program Terms and Conditions, all support for Microsoft CSP Licensing will be provided by Heartland Business Systems directly. Tier 1 Support for break/fix of CSP products caused by Microsoft related issues is included with monthly license costs. Should Microsoft technical assistance be required Heartland will open a support case on customer's behalf. Support for additions, deletions, changes, design engineering, education, or issues caused by customer misconfiguration or incompatibility with 3rd party hardware or software are not included. Such support will be billed at the applicable hourly rate based HBS Standard Time and Materials Rate or per HBS FLEX agreement if one is on file. Under CSP, customer does not have access directly to Microsoft Technical Support. By signing this agreement customer agrees to pay any hourly support charges incurred.

HBS Helpdesk: **877-212-2669** or hd@hbscloudservices.com. Standard Business Hours: Monday through Friday, 8:00 am – 5:00pm Central Time

- Exchange Online
- Office 365
- Windows Desktop and Server Operating Systems
- Dynamics 365 for Sales, Customer Service, Field Service
- SharePoint Online
- PowerBI
- Azure PaaS SQL or Mobile/Web Apps
- Office 365 Groups & Microsoft Teams
- Skype for Business Online

24x7 Supported Products:

HBS will determine the specific Microsoft CSP products will be available for 24x7 support and discuss with you during initial engagement. The following are the most common that are applicable for after-hours support (subject to change):

- Exchange Online
- Office 365
- Windows Desktop and Server Operating Systems

For products supported outside of standard business hours, you can call on the support line at **877-212-2669** and leave a voicemail message. Voicemails are typically returned within 1 hour. Please note that email support tickets will be responded to the next business day.

5. **Pricing.** Customer agrees to pay Heartland and Heartland agrees to accept as compensation for the Engagement a fee as approved by Customer's choice of options below. Pricing does not include applicable sales tax which will be charged at time of invoicing. License pricing subject to change on a monthly basis based on Microsoft MSRP adjustments.
6. **Travel.** Should travel be required, it will be billed to customer at below rates based on one way travel from closest Heartland office.

Microsoft Customer Agreement

This Microsoft Customer Agreement (the “Agreement”) is between Customer and Microsoft and consists of these General Terms, the applicable Use Rights and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts these General Terms. The individual who accepts these General Terms represents that he or she is authorized to enter into this Agreement on behalf of the Customer.

General Terms

These General Terms apply to all of Customer's orders under this Agreement. Capitalized terms have the meanings given under “Definitions.”

License to use Microsoft Products

- a. License grant. Products are licensed and not sold. Upon Microsoft's acceptance of each order and subject to Customer's compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.
- b. Duration of licenses. Licenses granted on a subscription basis expire at the end of the applicable subscription period unless renewed. Licenses granted for metered Products billed periodically based on usage continue as long as Customer continues to pay for its usage of the Product. All other licenses become perpetual upon payment in full.
- c. Applicable Use Rights. For perpetual licenses, the Use Rights in effect when Customer orders a Product will apply. For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for Software may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. For metered Products billed periodically based on usage, the Use Rights in effect at the start of each billing period will apply during that period. Microsoft may update the Use Rights periodically, but material adverse changes for a particular version will not apply during the applicable

license, subscription, or billing period.

d. End Users. Customer will control access to and use of the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.

e. Affiliates. Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement.

f. Reservation of Rights. Microsoft reserves all rights not expressly granted in this Agreement. Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

g. Restrictions. Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):

- (1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;
- (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;
- (3) work around any technical limitations in a Product or restrictions in Product documentation;
- (4) separate and run parts of a Product on more than one device;
- (5) upgrade or downgrade parts of a Product at different times;
- (6) transfer parts of a Product separately; or
- (7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.

h. License transfers. Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

Non-Microsoft Products.

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible for its use of any Non-Microsoft Product.

Verifying compliance.

Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, Microsoft may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and access to systems running the Products. If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

Privacy.

a. Personal Data. Customer consents to the processing of Personal Data by Microsoft and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

b. Location of Personal Data. To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which Microsoft or its Affiliates, or their respective agents and subcontractors, maintain facilities. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.

Confidentiality.

a. Confidential Information. "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.

b. Protection of Confidential Information. Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.

c. Disclosure required by law. A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible)

to enable the other party to seek a protective order.

d. Residual information. Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

e. Duration of Confidentiality obligation. These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

Product warranties.

a. Limited warranties and remedies.

(1) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.

(2) Software. Microsoft warrants that the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

b. Exclusions. The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.

c. Disclaimer. Except for the limited warranties above and subject to applicable law, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

Defense of third-party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.

b. By Customer. To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product, alone or in combination with anything else, violates the law or harms a third party.

Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

a. Subscriptions. For Products ordered on a subscription basis, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.

b. Free Products and distributable code. For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.

c. Exclusions. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

d. Exceptions. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

Partners.

a. Selecting a Partner. Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.

b. Partner Administrator privileges and access to Customer Data. If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.

Pricing and payment.

a. Pricing and payment. If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Otherwise, Customer's pricing and payment terms for a given order are set by Microsoft, and Customer will pay the amount due to Microsoft.

b. Payment method. For orders with Microsoft, Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.

c. Invoices. Microsoft may invoice eligible Customers for orders placed directly with Microsoft. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

d. Invoice Payment terms. If Microsoft invoices Customer, each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice.

Customer will pay all amounts due within thirty (30) calendar days following the invoice date.

e. Late Payment. Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.

f. Cancellation fee. If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.

g. Recurring Payments. For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.

h. Taxes. Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer shall also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

Term and termination.

a. Term. This Agreement is effective until terminated by a party, as described below.

b. Termination without cause. Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.

c. Termination for cause. Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:

(1) All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.

(2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.

(3) If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

d. Suspension. Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable.

e. Termination for regulatory reasons. Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product without modification; or (3) causes Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

Miscellaneous.

a. Independent contractors. The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

- b. Agreement not exclusive. Customer is free to enter into agreements to license, use, and promote the products and services of others.
- c. Amendments. Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.
- d. Assignment. Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.
- e. U.S. export. Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.
- f. Severability. If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
- g. Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- h. No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
- i. Survival. All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.
- j. Notices. Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form.

k. Applicable law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

l. Dispute resolution. When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:

- (1) If Microsoft brings the action, the venue will be where Customer has its headquarters.
- (2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.
- (3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

m. Order of precedence. These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. Microsoft Affiliates and contractors. Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.

o. Government procurement rules. By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

Definitions.

“Administrator Data” means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

“Affiliate” means any legal entity that controls, is controlled by, or is under common control with a party. “Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

“Confidential Information” is defined in the “Confidentiality” section.

“Customer” means the entity identified as such on the account associated with this Agreement.

“Customer Data” means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

“End User” means any person Customer permits to use a Product or access Customer Data. “Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

“Microsoft” mea

“Non-Microsoft Product” means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

“Online Services” means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Licensing Site and updated from time to time.

“Partner” means a company Microsoft has authorized to distribute Products to Customer.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Product” means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from Microsoft. Product availability may vary by region. “Product” does not include Non-Microsoft Products.

“Product Terms” means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.

“Publisher” means a provider of a Non-Microsoft Product.

“Representatives” means a party’s employees, Affiliates, contractors, advisors and consultants.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“use” means to copy, download, install, run, access, display, use or otherwise interact with.

“Use Rights” means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. License terms for all Products are published in the Product Terms. Terms of service for Online Services are published in the Online Services Terms.

HTG Standard Terms & Conditions

STANDARD TERMS AND CONDITIONS

The parties to this agreement are Heartland Business Systems, LLC., (“Heartland” or “Seller”), with corporate headquarters located at 1700 Stephen Street, Little Chute WI 54140, and customer (Buyer) who purchases products and/or services from Heartland.

- 1. ACCEPTANCE.** Buyer accepts these Standard Terms and Conditions as a condition of Buyer’s purchase of services and/or products from Heartland.
- 2. PAYMENT AND TERMS.** All invoices provided by Seller to Buyer shall be paid within 30 days of the invoice date with the exception of HBSFLEX Agreement invoices. HBSFLEX Agreement invoices shall be paid upon receipt of the invoice. A service charge of \$35.00 will be assessed for each check that is returned for insufficient funds.
- 3. FORCE MAJEURE.** Heartland’s performance hereunder shall be excused if such nonperformance or delay of performance is due to causes beyond the reasonable control of Heartland and is the direct or indirect result of, but not limited to, acts of God, acts of the public enemy, acts of the United States of America, or any state, territory or political subdivision thereof or of the State of Wisconsin, fires, war, riots, terrorism, floods, epidemics, quarantine restrictions, insurrection, strikes, labor shortage, materials shortage or freight embargoes. Any delay in performance due to the force majeure occurrence shall extend the period for performance for the duration of the delay.
- 4. SHIPPING.** With respect to any products that are to be shipped, shipment shall be FOB Seller’s place of business, by common or contract carrier, or, in the case of drop shipment, FOB a manufacturer’s or distributor’s place of business, by common or contract carrier. Freight charges shall be Buyer’s responsibility. “Delivery,” as that term is used in this proposal and any resulting contract, shall be deemed completed when the goods have been placed into the hands of the common or contract carrier.
- 5. WARRANTY.** Any hardware, software, or parts sold to Buyer may be subject to a warranty made by the manufacturer or other third party to Buyer and, if so, the terms and conditions of such warranty are embodied in other documents. Buyer acknowledges that Seller is not a party to any such warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against the Seller. **SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY THE SELLER WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**
- 6. PROFESSIONAL SERVICES.** Heartland may provide professional services as requested by the Buyer. All services provided by Heartland, which include labor and travel charges, are subject to the terms and conditions as set forth in this Agreement. Services provided by Seller to Buyer may be covered under a manufacturer or other third party warranty, may be applied to a pre-paid HBSFLEX Agreement purchased by the Buyer, at the rates set forth in the most current version of the HBSFLEX Volume Service Schedule, as updated from time to time, or may be billed out to the Buyer at the then-prevailing hourly rate. Regardless whether the services are covered under warranty, applied to a HBSFLEX Agreement or billed out at an hourly rate, all terms of

this Agreement apply. Heartland's records shall be the sole measurement of professional services and/or time expended by Heartland. HBSFLEX Agreements may not be used to purchase products, and each HBSFLEX Agreement shall automatically expire eighteen months after the date of invoice for that HBSFLEX Agreement

1. **Warranty.** If services provided are in connection with a problem that is covered by a manufacturer or other third party warranty, then such services shall not be counted against a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, to the extent of the warranty coverage. Please refer to your manufacturer or third party provided documentation which will define what is covered under warranty. Any labor or travel provided that is not covered under the manufacturer or third party warranty will be applied to a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, whichever applies.
2. **HBSFLEX Agreements.** Buyer may choose to purchase a pre-paid HBSFLEX Agreement from Seller. When a HBSFLEX Agreement is purchased, labor and travel charges incurred will be applied against the HBSFLEX Agreement. Buyer will receive informational invoices detailing the services as they are provided.
 1. When a pre-paid HBSFLEX Agreement is exhausted an additional HBSFLEX Agreement may be purchased. If an additional HBSFLEX Agreement is not purchased, then services will be billed out at the then-prevailing hourly rate.
 2. Either party may terminate a pre-paid HBSFLEX Agreement by giving notice to the other, in writing by mail to the party's last known address, of such intent. If this Agreement is terminated before the HBSFLEX Agreement is expended, then Heartland shall refund 75% of the unused portion of the fee and may retain the balance.
3. **Hourly Rate.** Should services provided not be covered under a manufacturer or third party warranty or should the Buyer not have purchased or not have time available on a HBSFLEX Agreement then all labor and travel will be billed out at Heartland's then-prevailing hourly rate.
7. **PROFESSIONAL SERVICE ESTIMATES.** At times, Buyer may request time estimates for service situations. Heartland will provide a best estimate based upon the information that is known at the time of the request. This is to be considered an estimate for service only and not a guarantee. Actual service hours may be less or may be more than the estimate provided.
8. **FOUR-HOUR RESPONSE.** For calls received on normal business days, excluding holidays, Heartland will use its best effort to respond to the Buyer's request for service within four business hours (the hours between 8:00 a.m. and 5:00 p.m. CT) of the Buyer's request.
9. **ASSIGNABILITY.** Heartland may delegate all, or any part of, its duties hereunder to a subcontractor.
10. **EXCLUDED EQUIPMENT.** Heartland may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.
11. **BUYER'S RESPONSIBILITY.** Buyer shall use its best efforts to cooperate with Heartland in connection with Seller's carrying out its duties hereunder, and Buyer shall refrain from any act or omission that could frustrate Heartland's performance. In that regard, but not by way of limitation, Buyer shall designate one employee for each location at which services are expected to be rendered under this Agreement, with full authority to act for Buyer in the event that Buyer's input is required in order to affect any aspect of the services provided hereunder.
12. **BUYER'S WARRANTY AS TO PROPER LICENSING.** Buyer warrants and represents to Seller that it possesses a proper license for all software being used by Buyer's organization and shall hold Heartland harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software.
13. **BUYER'S WARRANTY AS TO PROPER BACKUP.** Buyer warrants and represents to Seller that Buyer's data and system has been properly backed up prior to the commencement of any services provided by Heartland and understands that the Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
14. **NON-SOLICITATION OF HEARTLAND PERSONNEL.** During the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, encourage any employee of Heartland, who became known to Buyer by virtue of such employee's providing services under this Agreement, to terminate his or her employment with Heartland. In addition, during the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, solicit any employee of Heartland, who became known to Buyer by virtue of such employee's providing services under this Agreement, for employment which would end or diminish that employee's service with Heartland. Buyer acknowledges that Heartland will suffer irreparable harm as a result of Buyer's violation of this paragraph and that Heartland may bring an action for injunctive relief and/or actual damages to enforce this provision.
15. **SUSPENSION OF PRODUCTS AND/OR SERVICES.** Heartland may, at its option, suspend providing products and/or services hereunder in the event that the Buyer is delinquent on payment of any outstanding invoices.
16. **EXCLUSIVE REMEDY/LIMITATION OF LIABILITY.** Notwithstanding any other provision herein, Seller's sole and exclusive liability to Buyer for any breach of this Agreement, or breach of any warranty, express or implied, found to have been made in connection with this Agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder; Seller shall have no liability for any other damages, consequential or otherwise. Seller shall have no liability whatsoever to Buyer if computer software or computer hardware sold hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than Seller. Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
17. **ACCEPTANCE OF PRODUCTS.** Buyer shall be deemed to have irrevocably accepted the products and services sold hereunder if Buyer has not given to Seller a written notice of rejection, describing the basis for rejection, within 10 business days after delivery. All data and intellectual property provided by Seller in connection with this Agreement shall belong to Seller ("Heartland Materials"). Seller shall retain all rights and interests in and to the Heartland Materials after the completion of this Agreement.
18. **CHOICE OF LAW.** This Agreement, and any claim arising under it, or related to the transaction evidenced by it, shall be construed and determined under the laws of Wisconsin.
19. **ATTORNEY FEES.** In the event that legal action is taken by either party upon any claim arising from this Agreement or in any way related to the transaction that is evidenced by this Agreement, Seller shall, if it prevails, be entitled to recover from Buyer its actual reasonable attorney fees incurred in connection therewith.
20. **SEVERABILITY.** If any portion of this Agreement is determined by a court or government agency having competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.
21. **BINDING EFFECT.** This Agreement shall bind and inure to the benefit of the parties, and their respective heirs, successors, personal representatives, beneficiaries and assigns.
22. **ADDITIONAL WORK.** In the event that Seller agrees to provide additional products or service not specifically covered by this Agreement, the terms and conditions of this Agreement shall govern, unless otherwise provided in writing.
23. **ENTIRE AGREEMENT.** This is the entire agreement of the parties respecting the sale of the products or services, sold by Seller to Buyer. No modification, addition, or amendment shall be binding unless in writing and signed by both parties.

Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of services and/or products from Heartland.

STC.2019.v1.0

**CERTIFICATION OF WORK COMPLETED AND AUTHORIZATION
FOR REDUCTION IN LETTER OF CREDIT**

TOWN OF DELAFIELD

| Subdivision: White Oak Conservancy Developer: Iron Pipe Development, Bill Zach Subdivision Agreement Date: (recorded) June 25, 2018 Total Letter of Credit: \$1,282,050 | | | Date: April 10, 2020 Report No.: 5 Covering Period: 11/7/18 -4/10/20 Calculated By: Tim Barbeau | | | |
|---|-------------------|---|---|--------------------|----------------|--------------------|
| Description of Improvements Required | Contractor | Letter of Credit Amount (amount + 10%) | Amount of Work Completed | | | |
| | | | Previous Reports | During This Period | To Date | Amount to Remain * |
| A. Site grading/storm water pond, Erosion Control | Rams Contracting | \$539,000 | \$490,000.00 | \$0 | \$490,000.00 | \$49,000.00 |
| B. Base course, asphalt binder pavement, curb and gutter | Wolf Paving | \$279,950 | \$254,500.00 | \$0 | \$254,500.00 | \$25,450.00 |
| C. Asphalt surface course | Wolf Paving | \$66,550 | \$0 | \$60,500.00 | \$60,500.00 | \$6,050.00 |
| D. Culverts/Fire Tank/Storm Sewer | Rams Contracting | \$127,490 | \$115,900.00 | \$0 | \$115,900.00 | \$11,590.00 |
| E. Restoration/seed and mulch lots | Ram Contracting | \$152,020 | \$138,200.00 | \$0 | \$138,200.00 | \$13,820.00 |
| F. Site Landscaping | Seasonal Services | \$102,740 | \$93,400.00 | \$0 | \$93,400.00 | \$9,340.00 |
| G. Street Light | WE Energies | \$14,300 | \$14,300.00 | \$0 | \$14,300.00 | \$0 |
| Totals | | \$1,282,050 | \$1,106,300.00 | \$60,500.00 | \$1,166,800.00 | \$115,250.00 |
| Summary Original Letter of Credit \$1,282,050.00 Amount Completed this Period \$60,500.00 Amount Previously Approved \$1,106,300.00 Total Completed to Date \$1,166,800.00 Required Letter of Credit balance.....\$115,250.00 | | | * represents 10% of original base amount of the LOC This is to certify that authorization for a reduction in the Letter of Credit is in accordance with the approved subdivision development agreement and with the regulations and ordinances of the Town of Delafield, furthermore, that the computations are true and correct and indicate the amount which can be deducted from the Letter of Credit of the developer. | | | |
| R.A. Smith, Inc. recommends a reduction in the Letter of Credit by: \$60,500.00. By: _____ Date: _____ | | | Authorized By: _____ Ronald A. Troy, Town Chairman | | | |