



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, NOVEMBER 10, 2020 - 6:30 P.M.
 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 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 three (3) 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. Public comment on specific agenda items are limited to Town of Delafield Residents only and individuals will have up to three (3) minutes to speak. 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:
 - A. October 27, 2020 Town Board Minutes
5. Action on vouchers submitted for payment:
 - A. Report on budget sub-accounts and action to amend 2020 budget
 - B. 1) Accounts payable; 2) Payroll
6. Communications (*for discussion and possible action*)
 - A. Mixed Use Ordinance General Update (Discussion Only)
 - B. Election & Referendum Results Update
 - C. Waukesha County Sheriff Update
7. Unfinished Business - None
8. New Business
 - A. Discussion and possible action on the payment of an invoice from the Village of Nashotah for \$702.73 for reimbursement for the review of the Lake Country Fire and Rescue intermunicipal agreement.
 - B. Discussion and possible action on the appointment of Steve Michels to the Lake Country Fire and Rescue Commission.
 - C. Discussion and possible action on the purchase of lockers for dorms in the Delafield Fire Station.
 - D. Discussion and possible action on the revised contract language with Grota Appraisals, LLC for Maintenance of Assessment Records and Application of Use Values from 2021 to 2023.
 - E. Discussion and possible action on the resignation of Supervisor Cooley from the Town Board.
 - F. Discussion and possible action to enter into an agreement with CenturyLink Communications, LLC dba Lumen Technologies Group for dedicated internet and voice services in Town Hall.
9. Announcements and Planning items
 - A. Plan Commission – Wednesday, November 11, 2020 @ 6:30 PM

- B. Budget Public Hearing – Wednesday, November 18, 2020 @ 5:30 PM
- C. Town Board – Wednesday, November 18, 2020 @ 5:30 PM following Budget Public Hearing

10. 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 a quorum 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
OCTOBER 27, 2020 @ 6:30 PM**

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

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

Second order of business: Pledge of Allegiance

Third order of business: Citizen Comments: None

Fourth order of business:
A. Approval of October 13, 2020 Town Board Minutes

Motion made by Supervisor Cooley to approve the minutes from October 13, 2020 meeting with corrections stated. Supervisor Kranick seconded. Motion carried 4-0.

Fifth order of Business: Action on vouchers submitted for payment:
A. Report on budget sub-accounts and action to amend 2020 budget
B. 1) Accounts payable; 2) Payroll

Motion by Supervisor Kranick to approve payment of checks #64017 and #64021-#64056 in the amount of \$63,394.29 and payrolls dated October 30, 2020 in the amount of \$25,446.17. Seconded by Supervisor Cooley. Motion carried 4-0.

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

A. Mixed Use Ordinance General Update (Discussion Only)

Next week the group will be meeting to discuss some specific concepts including bike trails, road access, planned development structure, design considerations and dimensional details. That discussion will also entail samples for how this item will display at upcoming open houses.

B. Election Update

Administrator Green explained that in-person absentee voting was going on at the Town through October 30, 2020. He gave hours that voting would be open for early voting and on Election Day. He also gave a count of what the Town had received up to that point.

C. Skate Park Update

Administrator Green explained that the skate park improvements have been completed. He reached out to some of the fund-raising group to make sure the park was done to their satisfaction and has not received any complaints to this point.

D. Fiber Internet Update

Administrator Green explained that the draft contract for the agreement has been sent to the Attorney for review and anticipates the contract being brought to the board for approval at the next Town Board meeting.

Seventh order of Business: Unfinished Business - None

Eighth order of Business: New Business

- A. Discussion and possible action on a service contract with Grota Appraisals, LLC for Maintenance of Assessment Records and Application of Use Values from 2021 to 2023.

Motion by Supervisor Kranick to approve a service contract with Grota appraisals, LLC for Maintenance of Assessment Records and Application of Use Values from 2021 to 2023, subject to the modifications from the Town Attorney. Seconded by Supervisor Cooley. Motion carried 4-0.

- B. Discussion and possible action on the audit proposal from Rotroff Jeanson, S.C. for the 2020 financial audit.

Motion by Supervisor Kranick to approve the audit proposal from Rotroff Jeanson, S.C. for the 2020 financial audit. Seconded by Supervisor Cooley. Motion carried 4-0.

- C. Discussion and possible action on the use of Fire Department Donation Funds for a Delafield Fire Department appreciation dinner to be held in 2021.

Chief Mark Hoppe explained that typically the Delafield Fire Department has an appreciation dinner. The department originally wanted a party in December, but due to Covid, they would like to move the party to April. They are asking that \$4,000 from the fire donation fund be allocated to 2021 for the appreciation dinner. Chairman Troy stated that alcohol could not be purchased by the Town and would have to be a cash bar. The Fire Chief agreed. No motion was required, and the board gave unanimous consent.

- D. Discussion and possible action on the purchase of security updates to the door access controls for the Fire Department.

Chief Mark Hoppe explained the security access points needed to be updated and reprogrammed to accompany more users and multiple locations. He requested that the Town allow the Fire Department to purchase these upgrades out of the capital budget. He stated there were funds not being used for some other purchases this year that could be allocated to the access control system. He also stated there were some other updates he wanted to make in preparation for the change to Lake Country Fire that will be coming at the November meeting. Chief Hoppe explained that Lake Country will be putting in WIFI access points which work in conjunction with the other fire stations to allow fire employees to access the network from all sites.

Chairman Troy questioned what the Fire Department was not purchasing out of their capital budget. Chief Hoppe explained that \$13,000 in turnout gear was not being purchased along with new fire hose nozzles and firehouse replacement line items. He stated in total, \$23,000 was set aside not to be spent in 2020. Chairman Troy stated any cost that is directly associated with consolidation he is leery of. Chief Hoppe explained these purchases were always planned on for the Fire Department and would have been coming at some point.

Motion by Supervisor Kranick to approve the security updates to the door access controls for the Fire Department in the amount of \$2,945. Seconded by Supervisor Cooley. Motion carried 4-0.

- E. Discussion and possible action on the approval of a contract with Ultra Fidelis for the purchase and installation of equipment to live stream video for board and commission meetings for a total cost not to exceed \$4,934.95.

Administrator Green explained that the proposed system would allow the Town to stream video on YouTube and store video as well. This will allow residents to not be physically at meetings and stay up to speed on what is going on in the Town. Supervisor Kranick stated this was overdue for the Town. The board questioned the video quality with the current internet bandwidth. Administrator Green

explained that the fiber optic contract will be at the next board meeting and will hopefully be implemented by next year.

Motion by Supervisor Kranick to approve the contract with Ultra Fidelis for the purchase and installation of equipment to live stream video for board and commission meetings for a total cost not to exceed \$4,934.95. Seconded by Supervisor Cooley. Motion passed 4-0.

Ninth order of Business: Announcements and Planning items

- A. General Election – Tuesday, November 3, 2020
- B. Town Board – Tuesday, November 10, 2020 @ 6:30 PM
- C. Plan Commission – Wednesday, November 11, 2020 @ 6:30 PM
- D. Budget Public Hearing – Wednesday, November 18, 2020 @ 5:30 PM

Tenth order of Business: Adjournment

Motion by Supervisor Cooley to adjourn the October 27, 2020 Town Board meeting at 7:09 p.m. Seconded by Supervisor Kranick. Motion carried 4-0.

Respectfully submitted:

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



Please remit to: **Village of Nashotah**
P.O. Box 123, Nashotah, WI 53058-0123

INVOICE:

006
2181

DATE:

TO:

RE:

TAX KEY:

AMOUNT DUE:

Please include a copy of this invoice with your payment. **Payment is due 30 days from date of invoice unless noted otherwise.** A 1.5% finance charge will be applied to all past due account balances. **NOTE: Bills unpaid as of November 1st will be considered a lien on the property and will be placed on the Tax Roll in accordance with the provisions of Wisconsin State Statutes with accrued finance charges and a 10% administrative fee. All other miscellaneous unpaid bills will be sent to collection and will incur the same finance and administrative charges along with any collection agency fees.**

TOTAL DUE WITH FINANCE CHARGE

TOTAL DUE IF PAID BY DATE BELOW

Thank You!

Within 15 days of the date of this invoice, you may request a hearing before the Village Board regarding these charges to review *professional service fees* charged herein by writing to the address above or calling 262-367-8440.



The Pride of Lake Country!

N44W32950 Watertown Plank Road
Nashotah, WI 53058-0123
(262) 367-8440 FAX: (262) 367-6711
Email: nashotahv@sbcglobal.net
Website: www.nashotah-wi.gov

October 27, 2020

To: LCFR Members

From: Cynthia M. Pfeifer, Administrative Director/
Clerk/Treasurer Village of Nashotah

Re: LCFR Intermunicipal Agreement Amendment

Legal fees to revise and update the LCFR Intermunicipal Agreement totaled \$4919.10. The fees were paid by the Village of Nashotah.

Each member is responsible for their share of the fees. Dividing the total amount \$4919.10 by 7 member communities = \$702.73 per community,

Attached please find copies of the bills along with your invoice for same.

If you have any questions, please feel free to contact me.

Sincerely,



Cynthia M. Pfeifer, Administrative
Director/Clerk/Treasurer

Enclosures

Municipal Law & Litigation Group, S.C.

Village of Nashotah

August 12, 2020

Page 2

	<u>Amount</u>
7/27/2020 Review Corresp(2)/LCFR Fire Chief/IMA	30.00
Letters(2)/LCFR Fire Chief/IMA	35.00
Draft Documents/Intermunicipal Agreement Revisions, Corrections, Recommendations, Final Draft	433.00
Letter/LCFR Fire Chief/Intermunicipal Agreement Revisions, Corrections, Recommendations, Final Draft	35.00
7/28/2020 Work on Final Revisions to Agreement	199.00
Message/Exec Secretary/IMA	30.00
Message/LCFR Fire Chief/IMA	30.00
Review Corresp(2)/LCFR Fire Chief/IMA	30.00
Letters(2)/LCFR Fire Chief/IMA	35.00
Conf/LCFR Fire Chief, LCFR Exec Sec/IMA	99.50
SUBTOTAL:	[3,477.30]
<u>Ganos</u>	
7/13/2020 Review Documents/Petitioner/Zoning Permit, POO, Application, Etc	30.00
Review Documents/Vill Eng/Zoning Permit, POO, Staff Report	30.00
Research/Vill Board/Zoning Permit, POO	39.80
Letter/Vill Eng/Zoning Permit, POO	35.00
SUBTOTAL:	[134.80]
<u>Granite</u>	
7/27/2020 Conf/Vill Clerk/Status of Sale	35.00
SUBTOTAL:	[35.00]
<u>Miscellaneous</u>	
7/10/2020 Review Corresp/Vill Clerk/Agenda Packet, July 15	30.00
Review Documents/Vill Clerk/Agenda Packet, July 15	30.00
7/13/2020 Review Documents/Vill Clerk/Plan Comm Agenda, July 15	30.00
Review Documents/Vill Clerk/Plan Comm Minutes, May 6	30.00
Review Documents/Vill Clerk/CSM, Pali Way Holdings	30.00
Review Documents/Vill Eng/CSM, Staff Report	30.00
7/15/2020 Conf/Vill Clerk/Plan Comm Agenda, July 15	35.00
Conf/Vill Clerk/Status of Purchase of Property	35.00
7/22/2020 Review Corresp/Vill Clerk/Fire Station Renovation Contract	30.00
Review Documents/Vill Clerk/Fire Station Renovation Contract	30.00
Research/Vill Board/Fire Station Renovation Contract	30.00
7/27/2020 Conf/Vill Clerk/IMA	35.00
7/30/2020 Research/Vill Board/Public Bidding Laws, Statutory Compliance Issues	134.50
Research/Vill Clerk/Proposed Contract Documents for Fire Station Renovation Contract	199.00
Letter/Vill Adm/Public Bidding Laws, Statutory Compliance Issues	35.00
7/31/2020 Review Message/Vill Clerk/Fire Station Renovation	30.00
8/2/2020 Review Corresp/Vill Clerk/Road Damage	30.00
Research/Vill Board/Road Damage	35.00
8/3/2020 Review Corresp(3)/Vill Clerk/Renovation Contract	60.00

Municipal Law & Litigation Group, S.C.

730 N. Grand Avenue
Waukesha, WI 53186

(262)548-1340

Invoice submitted to:

September 23, 2020

Village of Nashotah
P.O. Box 123
Nashotah, WI 53058

Invoice #13286

	<u>Amount</u>
<u>Fire</u>	
8/17/2020 Conf/Fire Chief/Status Message/Fire Chief/IMA	35.00
9/7/2020 Review Final Part of IMA with Edits Letter/Executive Director/IMA Questions	NO CHARGE 497.50
9/8/2020 Review Corresp/Executive Director/IMA Questions Letters(2)/LCFR Chief/IMA Questions	35.00 30.00
Review Corresp(2)/LCFR Chief/IMA Questions	70.00
9/9/2020 Review Corresp(2)/Executive Director/IMA Question Review Corresp/Chief/IMA Question	30.00 60.00
Messages(2)/VOW Atty/IMA	30.00
Review Message/VOW Atty/IMA	30.00
Conf/LCFR Chief, Executive Director/IMA	30.00
	<u>99.50</u>
SUBTOTAL:	[947.00]
<u>Miscellaneous</u>	
8/20/2020 Review Corresp/Vill Clerk/Woodsvew Drive Damage Letter Review Documents/Vill Clerk/Damage to Roads Notice	NO CHARGE 30.00
8/24/2020 Review Corresp/Vill Clerk/Lot #1 Sale Review Documents(2)/Vill Clerk/Atty Letter, Title Commitment	30.00 60.00
Research/Vill Board/Lot #1 Sale, Certified Survey Map Letter/Vill Clerk/Lot #1 Sale	30.00 30.00
8/25/2020 Review Message/Vill Clerk/CSM Conf/Vill Clerk/CSM, Status, Etc	35.00 30.00
8/26/2020 Review Corresp(2)/Vill Clerk/Easement, Issues Review Corresp/Vill Eng/Easement, Issues	35.00 60.00
Letter/Vill Clerk/Easement, Issues	30.00
8/31/2020 Review Corresp(2)/Vill Clerk/Easement Termination Review Documents/Vill Clerk/Easement Termination	35.00 30.00
Review Corresp/Vill Clerk/September Board Meeting	30.00
9/7/2020 Review Corresp/Vill Clerk/Easement Review Corresp/Atty/Easement	30.00 30.00
	<u>30.00</u>
SUBTOTAL:	[525.00]

STATEMENT

Municipal Law & Litigation Group, S.C.

730 N. Grand Avenue
Waukesha, WI 53186

(262)548-1340

Invoice submitted to:

October 20, 2020

Village of Nashotah
P.O. Box 123
Nashotah, WI 53058

OCT 23 2020

Invoice #13325

	<u>Amount</u>
<u>Fire</u>	
9/10/2020 Review Corresp/LCFR Chief/IMA Signing	30.00
Review Corresp(6)/LCFR Chief/IMA Documents	35.00
Letter/LCFR Chief/IMA Signing	35.00
9/14/2020 Review Corresp/TOO Chairman/IMA Signing	NO CHARGE
Review Corresp/LCFR Chief/IMA Signing	30.00
9/21/2020 Review Corresp/Executive Director/Posting	30.00
Research/LCFR Board/Posting	39.80
Letter/Executive Director/Posting	35.00
9/22/2020 Review Corresp/LCFR Executive Director/Posting for Possible Quorum	30.00
Review Documents(2)/LCFR Executive Director/Posting for Possible Quorum	35.00
Letter/LCFR Executive Director/Posting for Possible Quorum	35.00
Review Corresp(2)/LCFR Executive Director/Possible Quorum Issues	30.00
Letters(2)/LCFR Executive Director/Possible Quorum Issues	35.00
Review Corresp/Chief/Notice	30.00
Review Documents/Chief/Notice	30.00
Letter/Chief/Notice	35.00
9/28/2020 Review Corresp/LCFR Chief/Presentations	NO CHARGE
9/29/2020 Attendance at LCFR IMA Signing Ceremony	NO CHARGE
10/7/2020 Review Corresp/Vill Clerk/LCFR	NO CHARGE
Research/Vill Clerk/LCFR	NO CHARGE
Letter/Vill Clerk/LCFR	NO CHARGE
SUBTOTAL:	[494.80]
<u>Miscellaneous</u>	
9/14/2020 Review Corresp/Vill Adm/BOR	NO CHARGE
10/7/2020 Review Documents/Vill Clerk/Vill Board Agenda, October 7	30.00
Review Documents/Vill Clerk/Vill Board Minutes, August 5	30.00
Review Documents/Vill Clerk/Vill Board Packet, October 7	35.00
Conf/Vill Clerk/Vill Board Agenda, October 7	35.00
SUBTOTAL:	[130.00]

To: Town of Delafield Town Board

RE: Fire Department 2020 Budget Review

The fire department 2020 Capital Expenditure budget was prepared in early 2019 prior to significant consolidation planning. Now as final consolidation steps are taking place there have been several unplanned but necessary expenses identified. A majority of the transitional costs are the burden of the LCFR budget, and a list of these expenses can be produced upon request. This memo explains two items which are unfunded at this time.

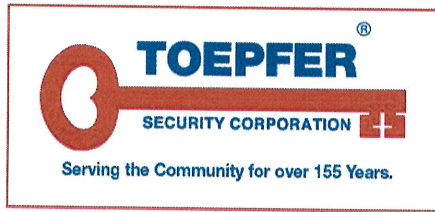
The Town of Delafield FD 2020 Capital budget was funded to \$47,364 in fire operations and \$23,658 in Ambulance. As of October 2020, the ambulance capital has been spent and \$12,000 of the fire operations account has been spent on several approved projects.

A review of the individual line items in the 2020 fire operations capital budget has identified six planned items that do not need to be purchased at this time for a total of \$23,000. An example of those items is fire hose, turn-out gear and nozzles.

The fire department is respectfully requesting that a portion of these funds be used to purchase the necessary dorm room lockers to house staff in the Delafield station 24 hours a day and to upgrade the access control hardware.

A detailed description the items requested, and the associated costs is attached to this memo.

Mark Hoppe
Interim Fire Chief
Town of Delafield



2215 Corporate Drive
Waukesha, WI 53189

Phone: 262.650.7233
Fax: 262.650.6644

toepfersecurity.com

September 24, 2020

Jamie Fornea
Delafield Fire Dept.
W302 N1208 Maple Avenue
Delafield, Wisconsin 53018

Re: Access Control System – Upgrade to multiCLASS Card Readers

(5)	HID RP40 multiCLASS Card Reader	@ \$	250.00	\$	1,250.00
-	(1) East Apparatus Bay.				
-	(1) West Apparatus Bay.				
-	(1) IT Room.				
-	(1) Fire Dept. Corridor.				
-	(1) Town Hall Front Entry.				
(2)	HID RP40 multiCLASS Card Reader	@ \$	375.00	\$	750.00
-	(1) South Apparatus Bay.				
-	(1) EMS Room.				
(Rqd)	Connectors and Hardware			\$	70.00
	Labor			\$	<u>875.00</u>
	Project Total			\$	2,945.00

Estimated delivery is currently 1-2 weeks from acceptance.

Thank you, Jamie.

Toepfer Security Corporation

1st Recommendations-Lockers.com - \$11275 \$9450(without bed Storage)

- 3 24" x 24" x 6' wood locker per room
- Fold down desk in front of TV
- Under Bed Storage (May be able to get by without)
- Total of 15 lockers
- Allows for 12" for night stand

2nd Choice- Firestationfurniture.com \$13155

- 4 (19.5" x 23" x 68") in each room
- Fold down desk in front of TV
- Under Bed Storage (Needed)
- Total of 20 Lockers
- Allows for 6" nightstand (May not be enough for officers room)

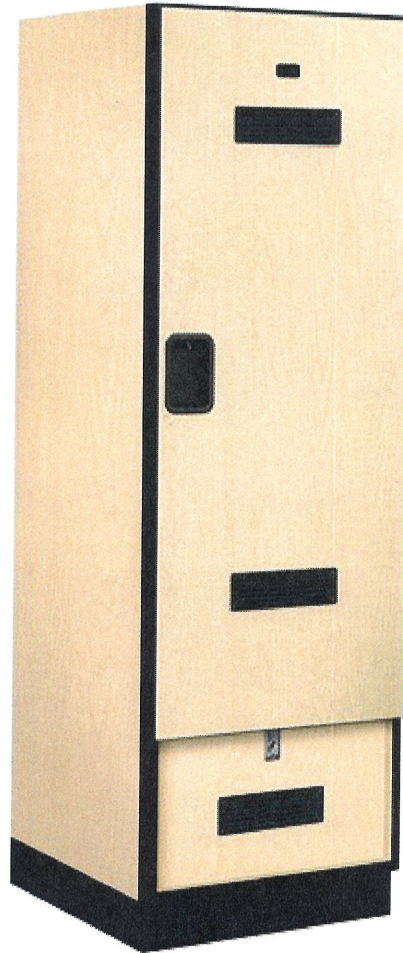


The Industry Leader in Quality Lockers!



displayed
with optional
side panel

order
side panel(s)
(#30043)
separately



Salsbury 24" Wide Designer Wood Gear Locker - 6 Feet High - 24 Inches Deep - Maple

Model # 30074MAP

IN STOCK usually ships within 5-7 days

\$775.00

Color: Maple



Volume Discounts

Quantity	Price
----------	-------



The Industry Leader in Quality Lockers!



displayed
with optional
side panel

order
side panel(s)
(#22237)
separately



Salsbury 18" Wide Double Tier Designer Wood Locker - 3 Wide - 6 Feet High - 24 Inches Deep - Maple

Model # 18-22364MAP

IN STOCK usually ships within 5-7 days

\$1,230.00

Color: Maple



Volume Discounts

Quantity

Price

TOWN OF DELAFIELD FIRE DEPARTMENT
2020 CAPITAL EXPENDITURES

Category	Item	2020	2021
Operations			
	52230 - 810		
	Continued Replacement of Turnout Gear 3% increase for 2021	\$13,472	\$13,876
	Total Items Under \$500	\$1,000	\$1,000
	Continued Phased Replacement of Dive Team Equipment	\$3,000	\$3,090
	Continued Replacement of Fire Hose	\$5,000	
	3 - Smooth Bore Nozzles	\$1,815	\$0
	Knox WiFi Key Secure for 3181	\$1,000	\$0
	Replace Training Smoke Machine	\$750	\$0
	4 - Pony Bottles & Regulators	\$3,500	\$0
	Shades For Dorm Rooms	\$1,200	\$0
	Dorm Room Ceiling Fans	\$800	\$0
	Move East Security Camera	\$1,500	\$0
	Center Console & 50hp Boat Motor	\$12,327	\$0
	Dry Suits For Dive Team	\$2,000	\$0
	<i>Unknown placeholded for Misc.</i>	\$0	\$20,034
	Relace Pick-up with a SUV	\$0	\$80,000
	Replace Self Contained Breathing Apparatus	\$0	\$285,000
	Total Operations	\$47,364	\$403,000
	Total Capital Expenditures	\$71,522	\$415,000

CONTRACT FOR
MAINTENANCE OF ASSESSMENT RECORDS
AND APPLICATION OF USE VALUE
2021 - 2023

THIS AGREEMENT: by and between Grota Appraisals LLC, hereinafter called the "Assessor", and the Town of Delafield, Waukesha County, Wisconsin, hereinafter called the "Town".

The Assessor and the Town for the compensation stated herein, agree as follows:

ARTICLE I

SCOPE OF WORK: the Assessor, having familiarized himself with the local conditions affecting the cost of the work to be done, and the Standard Specifications for the Annual Maintenance of Real and Personal Property Records in the State of Wisconsin pursuant to Chapter 70, Wisconsin State Statutes, hereby agrees to perform everything required to be performed and to complete in a professional manner everything required to be completed to comply with State Statutes regarding the assessment of Real and Personal Property on behalf of the Town and in accordance with the General Agreements as stated in Article Three of this contract.

ARTICLE II

COMPENSATION: the Town shall pay to the Assessor for the performance of the contract the following compensation:

2021 – 2023

\$49,900 annually
\$12,475 per month February 1, April 1, June 1, October 1

(Annual Assessors duties, Use Value, Swamp & Agricultural Forest)

ARTICLE III

- 1) The contract would begin January 1, 2021 and end December 31, 2023.
- 2) All normal duties and functions of the Assessor as described and set forth in Volume I of the Wisconsin State Assessors Manual, including required meetings, will be performed in a timely manner, and in accordance with the Chapter 70 Laws of the State.
- 3) The above fee includes any and all normal assessment duties during its duration, including: No additional charges for quantity of permits or new plats, Board of Review and further appeals to circuit court.
- 4) All services requested over and above the normal yearly assessment functions will be charged extra at a mutually agreed upon rate.
- 5) The Assessor will provide his own equipment, workspace, storage and security of records, while in his possession.
- 6) The Assessor will carry his own Liability and Records Insurance, to protect the Town from suits for injury, lost or destroyed records.
- 7) The Assessor is to be considered an Independent Contractor hired to fill an Appointed Statutory Position, and is not subject to withholding tax, insurance programs or benefits.
- 8) Every year at Board of Review meeting or as needed Assessor will inform Town Board on matters concerning but not limited to:
 - a) Compliance with State Statutes on assessment practices.
 - b) Property assessments in relation to current sales of property.
- 9) ~~The Assessor shall work~~ closely with Town Administrator and Building Inspector on matters concerning both offices.
- 10) This contract may be terminated by the Town for cause and by the Assessor upon failure of the Town to abide by the terms herein. Further, the Town may terminate this contract for any reason upon 36 months written notice.
- 11) In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the Assessor shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Town, its officers, agents, employees and independent contractors growing out of this agreement by any party or parties.
- 12) The Assessor shall surrender all Town assessment records to the Town upon the expiration or termination of this agreement, without charge.
- 13) Michael Grota shall be the representative of the Assessor who appears at Town meetings including all Board of Review meetings, unless the Town authorizes a different representative.
- ~~14)~~ 14) The attached public records responsibility contract terms, labeled as Exhibit A, are incorporated herein by reference.

SUBMITTED TO THE TOWN OF DELAFIELD THIS _____ DAY OF _____, 2020

Michael L. Grotz

ACCEPTANCE BY TOWN:

The above contract, terms and general agreements are hereby accepted, this

_____ day of _____, 2020

BY GOVERNING BODY OF THE TOWN OF DELAFIELD

Chairman

Clerk

Exhibit A
Public Records Responsibilities Contract Terms

The Town and Assessor recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, the Town and Assessor agree as follows. When the Town receives public records requests for matters that the Town believes might be proprietary or confidential information, the Town will notify Assessor of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Assessor shall either provide the Town with the record that is requested, for release to the requestor; or Assessor shall advise the Town that Assessor objects to the release of the requested information, and the basis for the objection. If for any reason Town concludes that the Town is obligated to provide a record to a requestor that is in Assessor's possession, Assessor shall provide such records to the Town immediately upon the Town's request. Assessor shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, Assessor shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Town, its officers, agents, employees and independent contractors growing out of (i) the Town's denial of a records request, based upon objections made by Assessor, or (ii) Assessor's failure to provide records to the Town upon the Town's request; or (iii) the Town's charges made to a records requestor, based upon reimbursement of costs Assessor charged to Town in responding to a records request; or (iv) the Town's lack of timely response to a records request, following Assessor's failure to timely respond to Town as required herein; or (v) the Town's provision of records to a requestor that were provided to the Town by Assessor in response to a records request. Assessor's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that the Town may provide all requested documents, programs, data, and other records to the requestor, upon failure by Assessor to defend, indemnify or hold harmless the Town as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

CONTRACT FOR
MAINTENANCE OF ASSESSMENT RECORDS
AND APPLICATION OF USE VALUE
2021 - 2023

THIS AGREEMENT: by and between Grota Appraisals LLC, hereinafter called the "Assessor", and the Town of Delafield, Waukesha County, Wisconsin, hereinafter called the "Town".

The Assessor and the Town for the compensation stated herein, agree as follows:

ARTICLE I

SCOPE OF WORK: the Assessor, having familiarized himself with the local conditions affecting the cost of the work to be done, and the Standard Specifications for the Annual Maintenance of Real and Personal Property Records in the State of Wisconsin pursuant to Chapter 70, Wisconsin State Statutes, hereby agrees to perform everything required to be performed and to complete in a professional manner everything required to be completed to comply with State Statutes regarding the assessment of Real and Personal Property on behalf of the Town and in accordance with the General Agreements as stated in Article Three of this contract.

ARTICLE II

COMPENSATION: the Town shall pay to the Assessor for the performance of the contract the following compensation:

2021 – 2023

\$49,900 annually
\$12,475 per month February 1, April 1, June 1, October 1

(Annual Assessors duties, Use Value, Swamp & Agricultural Forest)

ARTICLE III

- 1) The contract would begin January 1, 2021 and end December 31, 2023.
- 2) All normal duties and functions of the Assessor as described and set forth in Volume I of the Wisconsin State Assessors Manual, including required meetings, will be performed in a timely manner, and in accordance with the Chapter 70 Laws of the State.
- 3) The above fee includes any and all normal assessment duties during its duration, including: No additional charges for quantity of permits or new plats, Board of Review and further appeals to circuit court.
- 4) All services requested over and above the normal yearly assessment functions will be charged extra at a mutually agreed upon rate.
- 5) The Assessor will provide his own equipment, workspace, storage and security of records, while in his possession.
- 6) The Assessor will carry his own Liability and Records Insurance, to protect the Town from suits for injury, lost or destroyed records.
- 7) The Assessor is to be considered an Independent Contractor hired to fill an Appointed Statutory Position, and is not subject to withholding tax, insurance programs or benefits.
- 8) Every year at Board of Review meeting or as needed Assessor will inform Town Board on matters concerning but not limited to:
 - a) Compliance with State Statutes on assessment practices.
 - b) Property assessments in relation to current sales of property.
- 9) The Assessor shall work closely with Town Administrator and Building Inspector on matters concerning both offices.
- 10) This contract may be terminated by the Town for cause and by the Assessor upon failure of the Town to abide by the terms herein. Further, the Town may terminate this contract for any reason upon 36 months written notice.
- 11) ~~In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the Assessor shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Town, its officers, agents, employees and independent contractors growing out of Grota Appraisals' performance of this agreement by any party or parties.~~
- 12) The Assessor shall surrender all Town assessment records to the Town upon the expiration or termination of this agreement, without charge.
- 13) Michael Grota shall be the representative of the Assessor who appears at Town meetings including all Board of Review meetings, unless the Town authorizes a different representative.
- 14) The attached public records responsibility contract terms, labeled as Exhibit A, are incorporated herein by reference.

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SUBMITTED TO THE TOWN OF DELAFIELD THIS _____ DAY OF _____, 2020

Michael L. Grota

ACCEPTANCE BY TOWN:

The above contract, terms and general agreements are hereby accepted, this

_____ day of _____, 2020

BY GOVERNING BODY OF THE TOWN OF DELAFIELD

Chairman

Clerk

Exhibit A
Public Records Responsibilities Contract Terms

The Town and Assessor recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, the Town and Assessor agree as follows. When the Town receives public records requests for matters that the Town believes might be proprietary or confidential information, the Town will notify Assessor of the request. Within three (3) business days of such notification (subject to extension of time upon mutual written agreement), Assessor shall either provide the Town with the record that is requested, for release to the requestor; or Assessor shall advise the Town that Assessor objects to the release of the requested information, and the basis for the objection. If for any reason Town concludes that the Town is obligated to provide a record to a requestor that is in Assessor's possession, Assessor shall provide such records to the Town immediately upon the Town's request. Assessor shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

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A PERFECT ENVIRONMENT

Residential Recreational Responsible

Chair 025

Ron Troy

Supervisors

Pete Van Horn

Edward Kranick

Christie Dionisopoulos

Billy Cooley

Clerk/Treasurer

Dan Green

November 9, 2020

To: Delafield Town Board

Copy: Dan Green, Town of Delafield Administrator

Please consider this letter as my formal resignation as a Supervisor of the Town of Delafield, as required under Wisconsin State Statutes Chapter §17.01. Early in 2021 my family and I are relocating and will no longer be residents of the State of Wisconsin.

I have appreciated and enjoyed my tenure as a Town Supervisor. I believe the Town of Delafield is a magnificent community in which to live and raise a family. I am proud to have contributed a small part to maintaining the culture of the Town. I would like to thank the Town residents for giving me the opportunity to serve, the other elected officials of the Town for their willingness to work together for the betterment of the Town, and the dedicated Town staff for their commitment to the Town.

This letter of resignation and my official resignation per State Statute will be effective January 15, 2021.

I wish the best to everyone and the initiatives of the Town going forward.

Sincerely,

William Cooley
Town of Delafield Supervisor

Document No. DOC-0000846768

Scenario: SM1531954

Customer Information and Contract Specifications**Customer Name:** Delafield City Of**Account Number:** 3-987897**Currency:** USD**Monthly Recurring Charges (MRC):** \$827.98**Non Recurring Charges (NRC):** 0**Service Order**

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
W302N1254 MAPLE AVE DELAFIELD WISCONSIN 53018 7000 UNITED STATES	Dedicated Internet Access	New	36	1				
	- Standard Delivery - To the MPoE (Customer Provided)							
	Access - Off Net			1	\$394.38	\$0.00	\$394.38	\$0.00
	- Bandwidth = GigE							
	- Access Sub Bandwidth=200 Mbps							
	- Inside Wiring=Standard Delivery - To the MPoE (Customer Provided)							
	IP Port				1	\$0.00	\$0.00	\$0.00
IP Logical				1	\$433.60	\$0.00	\$433.60	\$0.00
	- Billing Method=Flat Rate							
	- Peak Data Rate in Mbps=200							
	- Committed Data Rate in Mbps=200							
	Subtotal						\$827.98	\$0.00
	Totals						\$827.98	\$0.00

Terms and Conditions Governing This Order

- "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.
- Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
- If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be

Document No. DOC-0000846768

Scenario: SM1531954

Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice.

Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date

Document No. DOC-0000846768

Scenario: SM1531954

inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>) and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. Equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in certain countries in the Asia-Pacific region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Signature Block

Customer: Delafield City Of
Total MRC: \$827.98
Total NRC: 0
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 10-20-2020



Total Cost Of Ownership

Deal # 10881095

Quote # 12108606

Voice Complete Locations

Voice Complete Locations					TN Serviceability		
Location Name	Address	Country	TDM Access Requested	Rate Center	Geographic TN	National TN	Toll Free/Freephone
DELAFIELD_WI	W302N1254 MAPLE AVE DELAFIELD, WI 53018	UNITED STATES	No	DELAFIELD	Available	Not Available	Available

Voice Complete TDM Access			
Site Address	Country	MRC	NRC

CCP (Concurrent Call Path)

Line Item	Rate Type	Mrc	Nrc	Quantity	Extended Mrc	Extended Nrc
CCP Plan 1	MONTHLY	12.00	0.00	10	120.00	0.00
Total CCP (Concurrent Call Path)					120.00	0.00

Prepaid Minute Plan

Line Item	Rate Type	Mrc	Nrc	Quantity	Extended Mrc	Extended Nrc
Prepaid Minute Plan 1 - 10,000 Prepaid Minutes	MONTHLY	24.00	0.00	1	24.00	0.00
Total Prepaid Minute Plan					24.00	0.00

DELAFIELD_WI

Line Item	Rate Type	Mrc	Nrc	Quantity	Extended Mrc	Extended Nrc
United States Telephone Number	MONTHLY	0.20	0.00	20	4.00	0.00
United States Port Charge Per Telephone Number	NRC	0.00	0.00	20	0.00	0.00
Total DELAFIELD_WI					4.00	0.00

* This Quote Summary is confidential and may not be disclosed to third parties. It is non-binding unless and until the terms and conditions stated herein are incorporated into a signed order which is thereafter accepted by Lumen. This Quote Summary is intended to provide directional pricing only; actual pricing may vary.

Voice Rates prepared for Delafield City Of- Quote# 12108606



Voice Rate Sheet

Deal# 10881095

Quote# 12108606

Term Plan					
Product	Customer Name	Currency	Term	Rates Good Until	Exchange Rate Effective Date
Voice Complete	Delafield City Of	USD	3 Years	1/7/2021	10/9/2020 8:14:08 PM

CCP (Concurrent Call Path)	
CCP Plans	
Currency	CCP Plan 1 MRC
USD	12.00
GBP	9.30
EUR	10.21

*Plan maximum included minutes of 5000 minutes per CCP.

□ Plan 1 includes United States Local Calling

National Voice Services - United States						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Telephone Number	0.20	0.16	0.17			
Port Charge Per Telephone Number						

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Voice Rates prepared for Delafield City Of- Quote# 12108606

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911 ACKNOWLEDGEMENT

BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>.

Voice Rates prepared for Delafield City Of- Quote# 12108606

Declarations and Signatures

By signing below, the Customer agrees that the above rates shall apply to the applicable Services and are hereby incorporated into the Customer's Agreement with Lumen.

Customer
Signature:
Name:
Title:
Date:



Quote # 12108606

Proposal								
Pricing Prepared For		Prepared On	Price Valid Until	Currency	Total Mrc	Total Nrc		
Delafield City Of		10/20/2020	01/07/2021	USD	0.00	0.00		
Voice Complete Standard								
Term	Total Mrc		Total Nrc			# Sites		
3 Years	See Rate Sheet		See Rate Sheet			See Rate Sheet		
Summary				Coordinated Services				
Mrc	Nrc		Coordinated Service Type		Asset/Circuit ID			
.00	.00							
Product Details								
Description	Qty	Mrc	Nrc	Priced Amount	Mrc Per	Nrc Per	Usage Mrc	Usage Nrc
Voice Complete	See Rate Sheet							
Prepaid Minute Plan	See Rate Sheet							

Order Terms and Conditions

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3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice.

Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>), and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. Equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in certain countries in the Asia-Pacific region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

911 Acknowledgement

BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HV/QSIP/911advisory.pdf>.

Declarations and Signatures

Customer submits this document as a Customer Order.

Authorized Signature:	
Name:	
Title:	
Date:	

Municipal LAW

& LITIGATION GROUP

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 SADIE R. ZURFLUH

November 4, 2020

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

**Re: Town of Delafield
 Lumen Voice Internet Agreement**

Dear Mr. Green:

You sent a document titled Customer Information and Contract Specification for my review. I have had an opportunity to carefully consider this matter.

Based upon my review, I approve the form of the same subject to the following comments, questions, concerns and recommendations:

1. The Vendor has incorrectly listed "Delafield, City of" as the Customer Name.
2. Paragraph 4 incorporates a separate agreement, the terms of which have not been provided.¹ Have you signed a Lumen or CenturyLink Master Service Agreement? If not, have you executed a services agreement for applicable services with an affiliate of Lumen? If so, these terms will apply. If not, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern. I recommend you request a copy of this Master Service

¹ Paragraph 4 provides: "The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice."

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Dan Green
November 4, 2020
Page 2

Agreement/Service Schedule and review the agreement before entering into this service agreement.

3. Paragraph 5 provides in part:

“Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order.”

This paragraph insulates the vendor from most actions that may be brought against the vendor for its performance or failure to perform under the contract. However, it goes on to state:

“Customer’s sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.”

I cannot determine what this term means, exactly. Again, I recommend that you request the Master Service Agreement/Service Schedule, as I suspect this information may be found there. Regardless, I recommend against limiting your rights and remedies.

4. You have a 36-month contract term. Under the ancillary fee schedule found at the Lumen website, you are responsible for 100% of charges for months 1-12 and 50% of remaining charges for months 13-36. My concern is that there is no guarantee that the ancillary fee schedule that is found at the website today will be the same one that is there in two years. I would prefer for this term to be included in the contract.
5. I have reviewed this document generally, without consideration of any particular concerns that you may have. I am not aware of any particular concerns that you may have. If there are issues that you would like me to address in the document, or if you have general concerns about the internet and voice service whether included in the document or not, please identify those issues and I would be happy to address them further.

If you should have any questions or concerns regarding these matters, please do not hesitate to contact me.

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Eric J. Larson

Eric J. Larson

EJL/