



A PERFECT ENVIRONMENT

Residential Recreational Responsible

Chair
Ron Troy
Supervisors
Edward Kranick
Steve Michels
Joe Woelfle
Magalie Miller
Clerk/Treasurer
Dan Green

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
TUESDAY, JANUARY 10, 2023
6:30 PM**

**DELAFIELD TOWN HALL – W302 N1254 MAPLE AVENUE, DELAFIELD, WI
AGENDA**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Citizen Comments: Public comments from citizens regarding items on, or not on the agenda. The Board may not engage in a discussion with the citizen making the comments. Individual presentations are limited to three minutes and citizens shall follow the rules set forth in Section 2.04(1)(d) of the Town Code.
5. Approval of Minutes:
 - a. December 13, 2022, Town Board Minutes
6. Action on vouchers submitted for payment:
 - a. Report on budget sub-accounts and action to amend 2022 and 2023 budget
 - b. 1) Accounts payable; 2) Payroll
7. Communications (for discussion and possible action)
8. Unfinished Business: None
9. New Business
 - a. Discussion and possible action on the renewal of insurance for 2023 property, vehicle and liability coverages.
 - b. Discussion and possible action on the recommendation from the Plan Commission for approval of a Certified Survey Map to combine two lots into one lot at N26W30285 Maple Avenue. Stuart Kotovic and Melisa Krueger, applicant.
 - c. Discussion and possible action on a contract with AVI Systems Inc., to update and repair the Town's AV equipment, for a cost not to exceed \$11,227.73.
 - d. Discussion and possible action on adopting Resolution 23-660, a resolution for exceeding the State imposed levy for the Town of Delafield through a referendum in April 4, 2023, to fund Lake Country Fire and Rescue additional staffing.
10. Announcements and Planning items
 - a. Town Board – Tuesday, January 24, 2023 @ 6:30 PM
 - b. Plan Commission – Tuesday, February 7, 2023 @ 6:30 PM
 - c. Town Board – Tuesday, February 14, 2023 @ 6:30 PM
11. 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
DECEMBER 13, 2022 @ 6:30 PM**

Video Link: <https://www.youtube.com/watch?v=Jm5IP51HM7g>

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

Third order of business: Roll Call

Present: Supervisor Kranick, Supervisor Miller, Supervisor Woelfle, Supervisor Michels and Chairman Troy. Also present was Administrator Dan Green, Engineer Tim Barbeau, Fire Chief Matt Fennig, and Assistant Fire Chief Mark Hoppe.

Fourth order of business: Citizen Comments: None

Fifth order of business:

- A. Approval of the November 15, 2022, Town Board Minutes

Motion by Supervisor Kranick to approve the November 15, 2022, minutes. Seconded by Supervisor Michels. Motion passed 5-0.

Sixth order of Business: Action on vouchers submitted for payment:

- A. Report on budget sub-accounts and action to amend 2022 budget
- B.1) Accounts payable; 2) Payroll

Motion by Supervisor Kranick to approve payment of checks #66201-66202 and checks #66210-66255 in the amount of \$168,324.12, and payrolls dated November 25, 2022, in the amount of \$16,796.92 and payrolls dated December 9, 2022, in the amount of \$14,545.45. Seconded by Supervisor Michels. Motion passed 5-0.

Seventh order of Business: Communications

Engineer Barbeau reviewed the federal funding request for the Maple Avenue road construction project. The funding was not awarded to the Town. Most of the projects that were granted funds were Milwaukee area projects and other urbanized areas.

Eighth order of Business: Unfinished Business: NONE

Ninth order of Business: New Business:

- a. Discussion and possible action on the recommendation from the Plan Commission for approval of a Certified Survey Map to combine two lots into one lot at W334S1010 Cushing Park Road. Cormac and Tanya Palmer, applicant.

Engineer Barbeau explained the applicant is combining two parcels, a 7 acre parcel and a 1 acre parcel. The Plan Commission recommended approval contingent on Waukesha County and Village of Summit comments.

Motion by Supervisor Kranick to approve the recommendation from the Plan Commission for a CSM prepared by Land Tech Surveying, dated November 28, 2022, subject to satisfaction of any outstanding comments from the Village of Summit or Waukesha County prior to the execution by the Town. Seconded by Supervisor Woelfle. Motion passed 5-0.

- b. Discussion and possible action on the Intergovernmental Agreement between the Town of Delafield and Waukesha County regarding the Municipal Recycling Dividend Program.

Motion by Supervisor Woelfle to approve the Intergovernmental Agreement between the Town of Delafield and Waukesha County regarding the Municipal Recycling Dividend Program. Seconded by Supervisor Michels. Motion passed 5-0.

- c. Discussion and possible action on the future funding of the Lake Country Fire and Rescue joint fire department.

Chairman Troy stated that the issue going forward is at what level of service, and funding do we believe our residents are requesting for fire and ambulance service. We have 3 options, approve moving forward with a referendum tonight, and determine the dollar amount of the referendum on January 10th. The second option is not doing a referendum and work on a fire fee, as an alternative source of funding. If that is what we decide, that doesn't have to be done until the summer. He explained that the dollar amounts in the memo have changed because of the values associated with commercial properties in the model for a flat fee. The third option is the Town could do nothing.

Supervisor Michels stated he is in favor of going to a referendum in April. He is opposed to a fee for a lot of reasons. He believes the flat fee will hurt the Town of Delafield residents and give breaks to the City of Delafield and other municipalities. He stated he is very opposed to a per parcel flat fee. We should not raise taxes on lower income properties, while the highest values pay less. He used Oconomowoc Lake residents as an example of getting a break in what their residents pay, while Town residents will pay more.

Supervisor Kranick stated he is concerned about deciding on a referendum tonight because we do not know what the dollar amount is. We also are in LCFR with 6 other communities. He understands each municipality has their choice on going to referendum. He is not getting the feeling that other communities are rushing to go to a referendum. He stated it is a shame that all 7 communities cannot sit in a room and discuss their options. Chairman Troy stated we do not need a dollar amount at this meeting.

Supervisor Woelfle has concerns about the quality of service we are providing. There are multiple considerations where this is going. Whether you live in a big home or a small home, we are all getting the same service. He stated it would hurt his soul to add a fee. A fee is another form of tax. One of the questions is if the referendum fails, do we let 6 people go, or do we institute a fee? There is an opportunity to have a second referendum in August, or wait until August. Administrator Green stated that the advantage to having a referendum in August is it gives staff time to calculate an accurate dollar figure. The downside is that it puts a tight timeline on options if an August referendum fails. It also would be the only item on the ballot, which may bring more opposition to a tax increase.

Supervisor Miller stated a referendum is her preference, should be on an ongoing basis. The board discussed increasing amounts each year on one referendum, which is not allowed under state statutes. According to the Town's attorney. Administrator Green stated you can do a one time referendum for the total 3 year funding plan, but not take the entire levy each year. This would essentially phase in the plan. He explained the board could approve a referendum question for \$500,000, that would cover the 2023 and 2024 hires. If it passes, and it is determined that more funding is required, do another referendum to fund 2025, and another to fund 2026. Supervisor Michels added that we determine after 2024 if the service levels are adequate enough for our Town residents, and make a decision after seeing service levels. Supervisor Miller agreed to that approach because it shows transparency and spending restraint.

Supervisor Michels stated he does not think this body should change the IMA. He also thinks the Town should not change the CPI plus 2% increase in the IMA. He used the Highway Department as an example of not being

able to come to the Town and ask for a million dollars. He stated the Town should not come forward in its second budget with LCFR and agree to pay more for their portion.

Supervisor Kranick stated that a \$500,000 referendum does not solve the long term problem. He does not want to have to do a referendum every year for three years. Supervisor Michaels stated that the Town is only two years into this process of looking at this issue. He stated that in two years things may change drastically. He explained that the Town should look at the Fire operations in two-year windows. Supervisor Woelfle considered asking the entire 2026 funding in one referendum question, and only utilizing the levy in stages. By doing a levy increase, the Town taxpayers are saving money based on the negative levy adjustment not being taken. Supervisor Michels stated he did not think a \$1,000,000 plus referendum was passable, and he wanted something that had a chance of passing. Chairman Troy agreed that a million-dollar referendum is wasting time and resources and has no chance of passing.

Supervisor Kranick stated that \$500,000 does not solve the problem. Supervisor Michels stated that it gives a two-year window. He argued that nothing in the Town's plan is looking beyond a two-year time frame. He also argued that a new shared revenue model is coming. The referendum increases the bottom line levy and the net new construction number continues to grow Town revenue.

Chairman Troy and Administrator Green reminded the board that in their capacity, board members cannot advocate for a referendum. Only facts can be shared with residents, but they cannot promote voting one way or the other on a referendum.

Lake Country Fire Chief Matt Fennig stated he disagrees with the referendum approach. He stated that no other communities are acting on this. He also explained that what is currently developed is a conceptual plan based on feedback from the administrator meetings. He explained that the Fire Board approved the 4-year hiring plan, including the Town of Delafield. Supervisor Michels stated he voted yes to that plan at the Fire Board level to get this in front of the 7 communities, but did not endorse every aspect of that plan. Chief Fennig stated he is getting pulled in 7 different directions. At the end of the day, the 7 communities need to get together in a room and come up with a plan. Supervisor Michels stated he is promoting doing exactly what the plan says, through 2024.

Motion by Supervisor Kranick to direct staff to put a referendum question together and submit to the Department of Revenue for approval for the January 10, 2023, meeting. Seconded by Supervisor Michels. Motion passed 5-0.

- d. Discussion and possible action on an amended letter of credit for Lake Country Fire and Rescue.
Supervisor Woelfle left the meeting at 7:16 PM

Motion by Supervisor Michels to approve an amended letter of credit for the Lake Country Fire and Rescue. Seconded by Supervisor Kranick. Motion passed 4-0.

Tenth order of Business: Announcements and Planning items

- a. Town Hall Closed – December 23rd & 26th for Christmas
- b. Town Hall Closed – December 30th & January 2nd for New Years
- c. Plan Commission – Tuesday, January 3, 2022 @ 6:30 PM
- d. Town Board – Tuesday, January 10, 2022 @ 6:30 PM

Eleventh order of Business: Adjournment:

Motion by Supervisor Kranick to adjourn the Tuesday, December 13, 2022, Town Board meeting at 7:18 PM. Seconded by Supervisor Michels. Motion passed 4-0.

Respectfully submitted:

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

R&R

INSURANCE

**Prepared For
Town of Delafield**

**Policy Term
01/29/2023 - 01/29/2024**

we know.



N14 W23900 Stone Ridge Drive
Waukesha, WI 53188
800.566.7077 | [MyKnowledgeBroker.com](https://www.MyKnowledgeBroker.com)

Name Insured		Town of Delafield					
Agent		Mike Walden					
Policy Effective Date		1/29/2023-1/29/2024					
Coverages	Expiring	Renewal					
	22-23	23-24	Comparison difference	Percent	Carrier		
Property	\$9,793.00	\$10,346.00	\$553.00	6%	CIC/Aegis		
Equipment Breakdown	\$1,233.00	\$1,391.00	\$158.00	13%	CIC/Aegis		
Auto Physical Damage	\$9,986.00	\$8,933.00	-\$1,053.00	-11%	CIC/Aegis		
Liability	\$21,124.00	\$22,510.00	\$1,386.00	7%	CIC/Aegis		
Injunctive Relief	\$1,373.00	\$1,463.00	\$90.00	7%	CIC/Aegis		
Workers' Compensation	\$11,744.00	\$11,813.00	\$69.00	1%	CIC/Aegis		
Total Premium	\$55,253.00	\$56,456.00	\$1,134.00	2%			
<p>23/24 Property Options: Property & Equipment Breakdown \$5,000 Deductible - Premium \$11,151</p> <p>23/24 Liability Options: Auto Medical Payments \$1,000 - \$150 additional premium</p> <p>Additional Option: Indenti Recovery Option - \$78 additional premium</p> <p>23/24 Deductible Fund \$3,972</p> <p>Building, Contents, PITO total up from \$6,669,987 to \$7,199,368, up 7.9%.</p> <p>Physical Damage values on Auto down from \$1,519,000 to \$1,228,000, down 19%.</p> <p>Liability, losses in 2020 and 2021.</p>							

Insured: Town of Delafield
Policy Year: 2023
Renewal Term: 01/1/2023 to 01/1/2024
Date Quoted: 12/21/2022



PROPERTY INSURANCE PROGRAM PREMIUM SUMMARY

Coverage Type	Limits	Deductible	Optional #2 Deductible	Optional #3 Deductible	Optional #4 Deductible
	Select Option:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property					
Buildings	\$6,119,000	2,500	5,000		
Contents	\$636,056	2,500	5,000		
Property in the Open	\$444,312	2,500	5,000		
Total Real Property Limits	\$7,199,368				
Contractor's Equipment: ACV	893,008	1,000	1,000		
Equipment Breakdown	7,199,368	1,000	5,000		
Miscellaneous Endorsements:					
Property Premium		\$10,346	\$9,819	\$	\$
Equipment Breakdown Premium		\$1,391	\$1,332	\$	\$
Total Premium (Property & Equipment Breakdown)		\$11,737	\$11,151	\$	\$

Automobile Physical Damage Insurance Premium Summary on following page

Insured: Town of Delafield
 Policy Year: 2023
 Renewal Term: 01/1/2023 to 01/1/2024
 Date Quoted: 12/21/2022



AUTOMOBILE PHYSICAL DAMAGE INSURANCE PREMIUM SUMMARY

Coverage Type	Limits	Deductible	Optional #2 Deductible	Optional #3 Deductible	Optional #4 Deductible
Auto Physical Damage:					
All Vehicles - ACV	Select Option:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comprehensive	1,228,000	5,000			
Collision	1,228,000	5,000			
Auto Physical Damage Premium:		\$8,933	\$	\$	\$

Auto Physical Damage:					
Specific Dept. - ACV	Select Option:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comprehensive					
Collision					
All Other Vehicles - ACV					
Comprehensive					
Collision					
Auto Physical Damage Premium:		\$	\$	\$	\$

Auto Physical Damage:					
5 years old or newer and have a RC of \$100,000 or less; or 10 years old or newer and have a RC in excess of \$100,000					
RC Vehicles	Select Option:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comprehensive					
Collision					
Auto Physical Damage:					
All Other Vehicles - ACV					
Comprehensive					
Collision					
Auto Physical Damage Premium:		\$	\$	\$	\$

Limits are based on Statement of Values submission. Deductibles are per occurrence.

ORDER TO BIND

Sign, date and return to: Paul Schwegel @ paul.schwegel@charlestaylor.com

Yes, please bind coverage with the CIC, effective 1/1/2023

Signature: _____ Date: _____



Coverage, continued

Coverage Summary

Limit Structure	
Coverage Part	Limit
Policy Limit	Total Insured Value per SOV
Building	Included in the Policy Limit
Business Personal Property - Excluding Personal Property of Others	Included in the Policy Limit
Scheduled Property in the Open (PITO)	Included in the Policy Limit
Scheduled Contractors Equipment	Included in the Policy Limit
Equipment Breakdown	Total Real Property (TRP) Limit Up To 100M
Key Sublimits	
Coverage Part	Limit
Personal Property of Others	5,000
Electronic Data Processing Equipment, including Data & Media	1,000,000
Accounts Receivable	1,000,000
Valuable Papers	1,000,000
Newly Constructed or Acquired Property	2,000,000
Number of Days	120
Covered Property in Transit	50,000
Pollutant Cleanup and Removal (Aggregate per Policy Year)	250,000
Ordinance or Law	Included
Extra Expense	5,000,000
Business Income and/or Rental Value	5,000,000
Earthquake	10,000,000
Flood	5,000,000
Fungus, Wet/Dry Rot and Bacteria (Endorsement)	15,000
Extra Expense Number of Days	30
Business Income and Rental Value Number of Days	30
Communication Systems (Unless Inventoried or Scheduled)	50,000
Fine Arts/Collective Items (Unless Inventoried or Scheduled)	50,000
Equipment Breakdown	
Property Damage	Included
Business Income	Included
Extra Expense	Combined w/ Business Income
Key Terms & Conditions	
Term & Condition	
Coinsurance	Waived
Valuation	Replacement Cost
Blanket Waiver of Subrogation	Included

Town of Delafield

LIABILITY

COMMUNITY INSURANCE CORPORATION

POLICY TERM: 1/29/23 - 1/29/24

OPTION 1

OPTION 2

Injunctive Relief Only Endorsement

AUTO MEDICAL PAYMENTS
(OPTIONAL- THIS COVERAGE
MAY BE REJECTED)

LIABILITY LIMIT	DEDUCTIBLE	RETRO DATE	ANNUAL NET PREMIUM*
\$5,000,000	\$5,000	1/29/2000	\$22,510
\$50,000-Optional			\$1,463
\$1,000-Optional			\$150

* PER OCCURRENCE & NO AGGREGATE

CYBER LIABILITY COVERAGE INCLUDED AT NO ADDITIONAL PREMIUM (\$1M AGGREGATE):

CYBER DEDUCTIBLE: \$10,000

FIRST PARTY LOSS

Business Interruption Loss	\$500k each incident
Cyber Extortion Loss	\$500k each incident
Data Recovery Costs	\$500k each incident
Reputation Loss	\$500k each incident

LIABILITY

Data & Network Liability	\$1m each claim
Regulatory Defense & Costs	\$50k each claim
Payment Card Liability & Costs	\$50k each claim
Media Liability	\$1m each claim

ECRIME

Fraudulent Instruction	\$500k each loss
Funds Transfer Fraud	\$500k each loss
Telephone Fraud	\$500k each loss
Criminal Reward	\$25k each loss
Breach Response Aggregate Limit of Coverage	\$1m each incident

ONE SINGLE POLICY PROVIDES COVERAGE FOR:

- General Liability
- Auto Liability
- Public Officials Errors & Omissions
- Fire/Police Professional Liability
- Employment Practices

*** ALL POLICIES ARE OCCURRENCE BASED, VERSUS CLAIMS-MADE**

NON-MONETARY DAMAGES

Injunctive actions requesting plaintiff's attorney's fees as monetary damages are a 'trigger' coverage

COVERAGE BENEFITS

- NO COVERAGE SUBLIMITS
- NO FAULT COVERAGE AS OFFERED BY MANY CARRIERS IS CONTRARY TO STATE STATUTE
- COVERAGE FOR DEFENSE COSTS OUTSIDE OF POLICY LIMITS
- PRIOR ACTS COVERAGE
- SEWER BACKUP: COVERED WHEN THE MUNICIPALITY IS NEGLIGENT AND LIABLE FOR DAMAGES. THERE IS NO SUBMIT FOR THIS COVERAGE.

LIABILITY COVERAGE INCLUDES A BROAD DEFINITION OF PERSONAL INJURY INCLUDING:

1. False arrest
2. Malicious Prosecution
3. Wrongful entry or eviction, or other invasion of the right of privacy
4. Libel, slander, or defamation of character
5. Assault and battery, sexual harassment including workplace harassment
6. Discrimination or other civil rights violation, including employment discrimination
7. Other civil rights violations including employment discrimination
8. Sexual harassment

This quote is valid for 60 days or to the effective date of the policy, whichever comes first.

General Liability, Auto Liability, and Public Officials Errors & Omissions Legal Liability provided under ONE single policy form. Coverage is not available on a mono-line basis.



COVERAGE

Community Insurance Corporation drafted its own policy to provide the total scope of liability protection needed by, and preserving, the public entity protections afforded by Wisconsin statutes. Under this policy, we provide the following liability coverage parts:

- General Liability
- Personal Injury Liability, including a broad definition and coverage for discrimination, civil rights violations, and employment related actions;
- Automobile Liability, including uninsured/underinsured motorist coverage;
- Public Officials Errors & Omissions

For the benefit of the insured, Community Insurance Corporation includes all of its coverage in ONE policy. This eliminates potential coverage gaps, coverage sub-limits, and reduces the potential for claims disallowance and multiple retentions.

Community has adopted the underwriting philosophy of protecting its insureds overall risk management cost and reducing "out of pocket" expenses by expanding the policy to respond to the changing needs of government and the litigation environment. For example, the policy was expanded to cover lawsuits seeking injunctive relief. Community defends its municipalities in all injunctive personal injury or errors and omissions suits. This practice not only protects a municipality's budget, but prevents a plaintiff's injunctive victory from leading to other lawsuits seeking monetary damages.

The Community policy features a broad definition of who is an insured. You, and Your past or present employees, while acting in the scope of their employment or authority, and authorized volunteers while acting for you or on your behalf, including all commissions, agencies, boards, districts, authorities, or similar entities when you retain the right to control the details of work of these individuals or entities. Anyone else is an insured while using, with your permission, an automobile you own, hire, borrow, except this insurance shall apply excess of any insurance of an owner of an auto you hire or borrow.

The following highlights the Community program coverage.

GENERAL LIABILITY

ONE SINGLE POLICY PROVIDES COVERAGE FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, PUBLIC OFFICIALS ERRORS & OMISSIONS, AND FIRE/POLICE PROFESSIONAL LIABILITY.

A. BODILY INJURY

Provides coverage for bodily injury, sickness, disability, or disease, sustained by a person, including death, alleged to be caused by the insured.

PROPERTY DAMAGE

Provides coverage for physical injury to or destruction of tangible property which occurs during the policy period including the loss of use thereof, or the loss of use of tangible property that is not physically injured or destroyed, that is caused by the insured.

B. PERSONAL INJURY

Means injury, other than bodily injury, arising out of one or more of the following offense:

1. False arrest, detention, or imprisonment, defective service of process;
2. Malicious prosecution;
3. Wrongful entry or eviction, or other invasion of the right of private occupancy;
4. Libel, slander, or defamation of character;
5. Assault and battery; sexual harassment, including workplace harassment
6. Discrimination or other civil rights violation, including employment discrimination
7. Other civil rights violations, including employment discrimination

COVERAGE, continued

GENERAL LIABILITY, continued

C. PUBLIC OFFICIALS ERRORS & OMISSIONS

Means any misstatement or misleading statement or act or omission or neglect or breach of duty including malfeasance and nonfeasance by an insured in their capacity as insured.*

*Coverage is included for Police and Fire Departments operated by the municipality

AUTOMOBILE LIABILITY

A. BODILY INJURY

Provides coverage for bodily injury, sickness, disability or disease, sustained by a person, including death, alleged to be caused by an insured vehicle.

B. PROPERTY DAMAGE

Provides coverage for physical injury to or destruction of tangible property which occurs during the policy period including the loss of use thereof, or the loss of use of tangible property that is not physically injured or destroyed, that is caused by an insured vehicle.

C. UNINSURED/UNDERINSURED MOTORIST

The policy will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance, or use of the uninsured motor vehicle.

COVERAGE LIMITS

Community provides its insureds with limits of liability on a **NON-AGGREGATE BASIS**. This means that should the unfortunate happen and the municipality sustains a loss or number of losses that uses up the limits of liability, there is no annual aggregate amount for a policy year. For example, if the municipality were to sustain a full policy limits loss, the municipality would have a fresh set of limits to apply to the next claim. Most commercial carriers use policy forms with an annual aggregate that limits the total amount of dollars that they would have to pay on behalf of their insureds. Community has no such limitation.

OCCURRENCE vs. CLAIMS-MADE COVERAGE FORMS

Community provides all of its coverage forms on a municipal-friendly occurrence basis, versus the insurer-friendly claims-made basis.

STABILITY

It is the goal of Community to assist our insureds in stabilizing insurance costs. Since 2002, we have met our goal by not raising our base rates and maintaining a stable insurance environment. While our competitors ride the roller coaster of rate increases and decreases, Community understands the complexity of your budget process and is committed to bringing your stability for this line item.

COMMUNITY INSURANCE CORPORATION

INSURED: *Town of Delafield*

REJECTION FORM
AUTO MEDICAL PAYMENTS ENDORSEMENT
2023 - 2024 POLICY YEAR

The Community Insurance Corporation has offered the option to endorse the policy to provide Automobile Medical Payments coverage with a limit of \$1000 per person per accident to the municipal liability policy.

We have reviewed the endorsement option, however, we REJECT to purchase the additional coverage at this time.

Signature

Date

ACCEPTANCE FORM
AUTO MEDICAL PAYMENTS ENDORSEMENT
2023 – 2024 POLICY YEAR

The Community Insurance Corporation has offered the option to endorse the policy to provide Automobile Medical Payments coverage with a limit of \$1,000 per person per accident to the municipal liability policy.

We have reviewed the endorsement option, we ACCEPT the offer to purchase the additional coverage at this time.

Annual Premium \$ 150

YES, please endorse the Community Insurance Corporation policy to include coverage for Automobile Medical Payments for the additional premium quoted above.

Signature

Date

COMMUNITY INSURANCE CORPORATION

INSURED: *Town of Delafield*

REJECTION FORM
INJUNCTIVE RELIEF ENDORSEMENT
2023 - 2024 POLICY YEAR

The Community Insurance Corporation has offered the option to endorse the policy to provide Injunctive Relief Only coverage that will allow defense of suits against the insured that do not seek monetary damages or plaintiff's attorney fees.

We have reviewed the endorsement option, however, we REJECT to purchase the additional coverage at this time.

Signature

Date

ACCEPTANCE FORM
INJUNCTIVE RELIEF ENDORSEMENT
2023 - 2024 POLICY YEAR

The Community Insurance Corporation has offered the option to endorse the policy to provide Injunctive Relief Only coverage that will allow defense of suits against the insured that do not seek monetary damages or plaintiff's attorney fees.

We have reviewed the endorsement option, we ACCEPT the offer to purchase the additional coverage at this time.

Annual Premium \$ 1,463

YES, please endorse the Community Insurance Corporation policy to include coverage for Injunctive Relief Only coverage for the additional premium quoted above.

Signature

Date

Plan Commission Report for January 3, 2023

Kotovic/Krueger Certified Survey Map Agenda Item No. 5. A.

Applicant: Stuart Kotovic and Melissa Krueger
Project: Land Combination
Requested Action: Approval of Certified Survey Map
Zoning: R-3 (County Zoning)
Location: N26 W30285 Maple Avenue

Report

The property owners are requesting approval of a Certified Survey Map (CSM) to combine portions of two "lots of record" into one lot. The CSM eliminates a lot line that is located north of the existing house. The lot combination is in anticipation of the construction of a single family house in the future.

Both the County and Town have reviewed the document and provided comments to the surveyor. Comments include correction of technical items and inclusion of notes on the CSM related to potential high groundwater and floodplain restrictions. The existing paved roadway located within the Maple Avenue right-of-way is substantially offset such that the southeasterly edge of the road is very close to the property line of this lot. I have requested that they dedicate land on their property such that the right-of-way line is 33 feet from the existing road centerline. Without a dedication, any maintenance, snowplowing or work along the side of the pavement could encroach onto private property and could hinder proper operation of the roadway.

Staff Recommendation:

Comments have been passed onto the surveyor for incorporation onto the proposed CSM. I anticipate that an updated CSM will be provided; however, due to time off during the holidays, I will not be able to update my report until January 3, 2023. Since it is a land combination, I recommend approval of the CSM dated December 15, 2022, subject to satisfaction of all outstanding review comments from the Town, City of Delafield (extra-territorial plat review) and Waukesha County Department of Parks and Land Use prior to the Town executing the document.

Tim Barbeau, Town Engineer
December 19, 2022

CERTIFIED SURVEY MAP NO. _____

THE WEST 1/2 OF THE FOLLOWING PARCEL: THE SOUTHWEST 1/2 OF LOT 13 AND THE NORTHEAST 35 FEET OF LOT 14 OF CRYSTAL SPRING PARK LOCATED IN THE NORTH 1/2 OF THE SE. 1/4 OF SECTION 15, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

LAND MARK
ENGINEERING SCIENCES, INC.

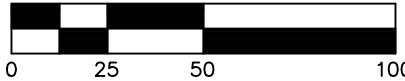
119 COOLIDGE AVE., SUITE 100
WAUKESHA, WI 53186
(414) 719-2769
landmark-engineering@live.com

SURVEYOR:
MARK AUGUSTINE, PLS

SURVEY FOR:
STUART KOTOVIC
MELISSA KRUEGER

PROPERTY:
N26W30285 MAPLE AVE.
PEWAUKEE, WI 53072

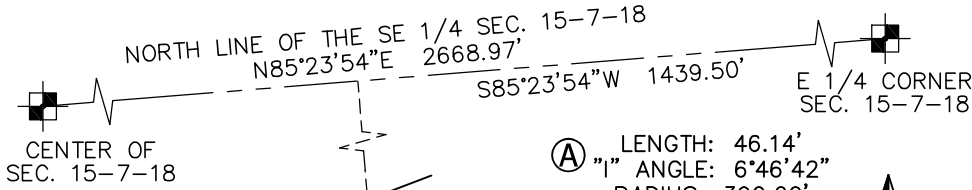
SCALE: 1" = 50'



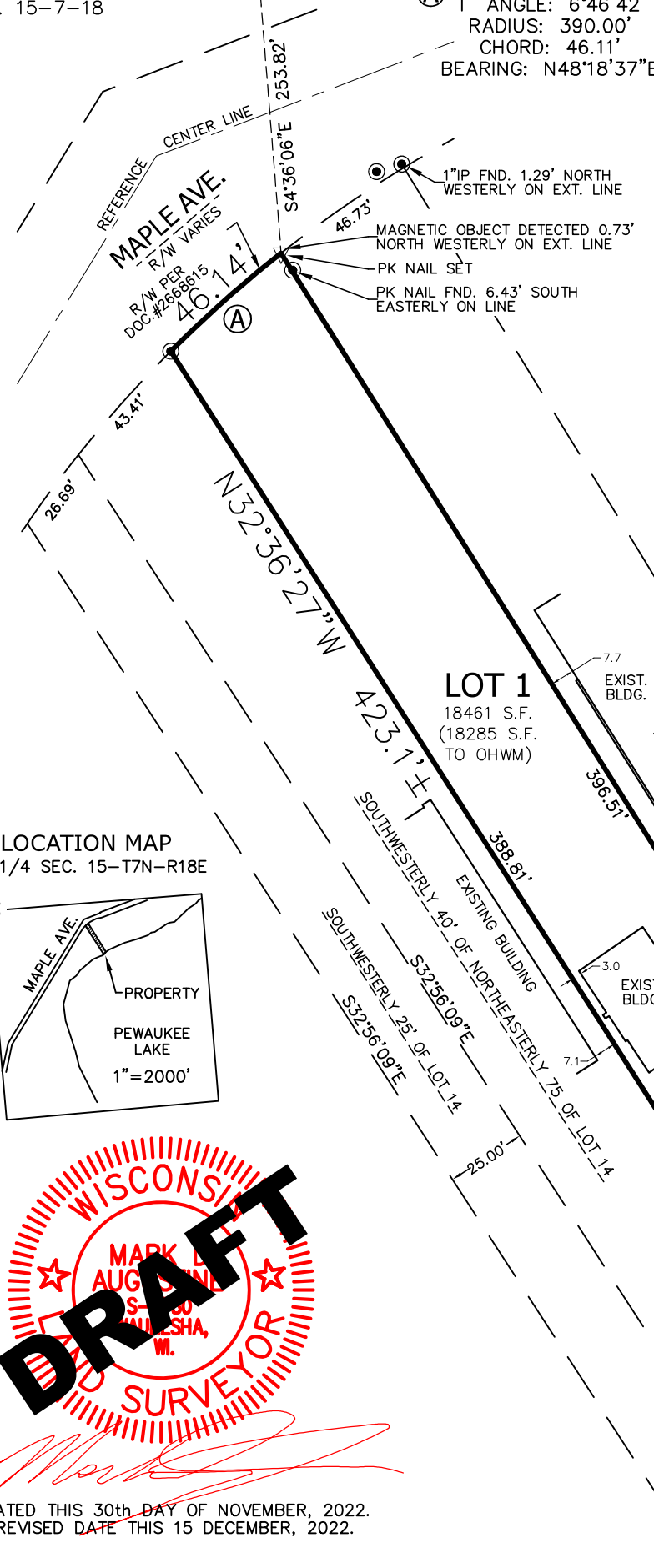
BEARINGS ARE REFERENCED TO NAD27, WISCONSIN STATE PLANE, SOUTH ZONE, GRID NORTH ON THE NORTH LINE OF THE SE 1/4 OF SECTION 15-7-18 AS S85°23'54"W.

LEGEND

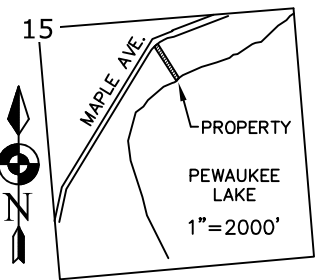
- CONC. MON. W/ BRASS CAP FND.
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- 1" DIA. IRON PIPE SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.



Ⓐ LENGTH: 46.14'
"I" ANGLE: 6°46'42"
RADIUS: 390.00'
CHORD: 46.11'
BEARING: N48°18'37"E



LOCATION MAP
SE. 1/4 SEC. 15-T7N-R18E



WISCONSIN
MARK AUGUSTINE
PLS
REGISTERED SURVEYOR

DATED THIS 30th DAY OF NOVEMBER, 2022.
REVISED DATE THIS 15 DECEMBER, 2022.

CERTIFIED SURVEY MAP NO. _____

THE WEST 1/2 OF THE FOLLOWING PARCEL: THE SOUTHWEST 1/2 OF LOT 13 AND THE NORTHEAST 35 FEET OF LOT 14 OF CRYSTAL SPRING PARK LOCATED IN THE NORTH 1/2 OF THE SE. 1/4 OF SECTION 15, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

NOTES:

1. THE SURVEYOR TAKES NO RESPONSIBILITY FOR ANY UNDERGROUND STRUCTURES OR BURIED MATERIALS SUCH AS FOUNDATIONS, WELLS, SEPTIC, HOLDING TANKS, UTILITIES, HAZARDOUS MATERIALS, OR ANY OTHER ITEMS OF WHICH NO EVIDENCE CAN BE FOUND ON THE SURFACE BY A VISUAL INSPECTION.
2. THE FIELD WORK WAS COMPLETED ON NOV. 5, 2021.
3. ORDINARY HIGH WATER MARK (O.H.W.M.) ELEVATION: 853.7
100-YEAR FLOODPLAIN BASE MAP ELEVATION: 854.4 (PER FEMA DIGITAL FLOOD INSURANCE RATE MAP INFORMATION)

SURVEYOR'S NOTES:

-LOTS 13 & 14 OF CRYSTAL SPRINGS PARK DO NOT MATHEMATICALLY CLOSE. LOT LINES WERE DETERMINED FROM EXISTING MONUMENTS AND PREVIOUS SURVEY(S). SURVEY REFERENCED BY WETZEL DATED JULY 29, 1987.

SURVEYOR'S CERTIFICATE:

I, MARK AUGUSTINE, Professional Land Surveyor hereby certify;

That I have surveyed, divided and mapped all that being the WEST 1/2 of the following parcel: the Southwest 1/2 of Lot 13 and the Northeast 35 feet of Lot 14 of Crystal Spring Park located in the North 1/2 of the SE. 1/4 of Section 15, T.7N., R.18E., Town of Delafield, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the East 1/4 corner of Said Section 15; thence S85°23'54"W, along the North line of said SE 1/4, 1439.50 feet; thence S4°36'06"E, 253.82 feet to the point of beginning; thence S32°07'39"E, 396.51 feet; thence S57°57'04"W, along the meander line, 42.21 feet; thence N32°36'27"W, 388.81 feet; thence 46.14 feet along an arc of a curve to the right with a radius of 390.00 feet whose chord bears N48°18'37"E, 46.11 feet to the point of beginning of hereinafter described lands. Also including those lands between the meander line and water edge.
Said lands containing: 18461 sq.ft. (0.42 acres).

That I have made such survey, land division and Certified Survey Map by the direction of Stuart Kotovic and Melissa Krueger, owner(s) of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the TOWN OF DELAFIELD and WAUKESHA COUNTY in surveying, dividing and mapping the same.

Dated this 15th day of December, 2022.


MARK AUGUSTINE, PLS S-2780



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NE. 1/4 AND NE. 1/4 OF THE NE. 1/4 OF SECTION 00, T.0N., R.00E., CITY OF _____, _____ COUNTY, WISCONSIN

OWNER'S CERTIFICATE OF DEDICATION:

As owners, We hereby certify that we caused that land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: 1) Town of Oconomowoc

WITNESS the hand and seal of said owner this _____ day of _____.
In Presence of:

Stuart Kotovic, Owner

Melissa Krueger, Owner

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

Personally came before me this _____ day of _____, 20_____, the above named Stuart Kotovic & Melissa Krueger to me known to be the same persons who executed the foregoing instrument and acknowledged the same.

Notary Public

_____ County, Wisconsin

My Commission Expires _____

VILLAGE OF HARTLAND VILLAGE BOARD EXTRA-TERRITORIAL APPROVAL:

Resolved that the Certified Survey Map, in the Village of Hartland, is hereby approved by the Village Board. All conditions have been met as of the _____ day of _____, 20_____.

Date: _____ Signed _____

Jeffrey Pfannerstill, President

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Hartland.

Date: _____ Signed _____

Darlene Igl, Village Clerk

VILLAGE OF HARTLAND PLAN COMMISSION EXTRA-TERRITORIAL APPROVAL:

APPROVED, that the Certified Survey Map, in the Village of Hartland, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 20_____.

Date: _____ Signed _____

Jeffrey Pfannerstill, President

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Hartland.

Date: _____ Signed _____

Darlene Igl, Village Clerk

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NE. 1/4 AND NE. 1/4 OF THE NE. 1/4 OF SECTION 00, T.0N., R.00E., CITY OF _____, _____ COUNTY, WISCONSIN

TOWN BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Town of Delafield, is hereby approved by the Town Board.

All conditions have been met as of the _____ day of _____, 20____.

Date: _____ Signed _____
Ronald A. Troy, Town Chair

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Town Board of the Town of Delafield.

Date: _____ Signed _____
Dan Green, Town Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Town of Delefield, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 20____.

Date: _____ Signed _____
Kevin Fitzgerald, Chairperson

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Town of Delafield.

Date: _____ Signed _____
Dan Green, Town Clerk

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE APPROVAL:

Resolved that the Certified Survey Map, in the Town of Delafield, Wisconsin, which has been filed for approval, be and hereby is approved as required by Chapter 236 of the Wisconsin State Statues.

Dale Shaver, Director

Retail Sales Agreement



AVI Systems Inc., 3275 Intertech Drive, Suite 500 Brookfield, WI, 53045 | Phone: (262)207-1300, Fax: (262)207-1301

Proposal Number: 1141534
Prepared For: Town of Delafield
Attn: Dan Green

Proposal Date: January 05, 2023

Delafield - Town Hall Board Room

Prepared By: Meghan Burke
Phone: (262)207-1340
Email: meghan.burke@avisystems.com

BILL TO

Attn: Dan Green
Town of Delafield
W302N1254 Maple Avenue
Delafield, WI, 53018
Phone: 2626462390
Email: dgreen@townofdelafield.org
Customer Number: TOD005

SITE

Attn: Dan Green
Town of Delafield - Delafield, WI Site
W302N1254 Maple Avenue
Delafield, WI, 53018
Phone: 262-646-2398
Email: dgreen@townofdelafield.org

COMMENTS

Terms and pricing per State of Wisconsin AV Contract 505ENT-M118-AUDIOVIDEO-00 (Crestron 45%). No shipping. Uncompiled source code files to be provided to customer upon project completion.

PRODUCTS AND SERVICES SUMMARY

Equipment	\$1,875.18
Integration	\$9,352.55
PRO Support	\$0.00
Shipping & Handling	\$0.00
Tax	\$0.00
Grand Total	\$11,227.73

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ON ACCOUNT. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Signature

Printed Name

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY: The Town of Delafield Board Room existing control touch panel is no longer operational and no longer supported by the manufacturer. The Town of Delafield would like to replace it with a new wired touch panel in the front of the room.

CUSTOMER PROJECT OWNER

- Dan Green

CUSTOMER PROJECT STAKEHOLDER(S)

- Jamie Fornea

CUSTOMER RESPONSIBILITIES:

- All existing equipment must be in good working order.
- Provide site access during standard business hours (Monday-Friday, 7:00AM-6:00PM) as well as concurrent access to all spaces defined in this RSA.
- Provide on premises parking at no expense for the duration of the project.
- Provide electrical services as detailed below per room and device.
- Provide low voltage infrastructure wiring as detailed below per room and device.

CUSTOMER SITE REQUIREMENTS: All on-site employees will:

- Not need to provide proof of COVID vaccination prior to initiation of on-site activities.
- Not need to provide proof of a negative COVID test(s) during, per CDC guidelines, on-site activities.

Project initiation and completion dates are based on date of PO receipt. Material lead times, non-expedited, are typically 4-12 weeks, labor subsequently scheduled based on verified arrival date of all material.

B. SYSTEM DESCRIPTION:

Town Hall Board Room

Functionality Description: The room will feature a new wired touch panel at the table in the front of the room. The touch panel functions will include system power, source selection, microphone muting, and volume control for the ceiling speakers.

Note: Camera control and You Tube streaming will be controlled by the existing push button panel at the table in the front of the room. Uncompiled source code files to be provided to customer upon project completion.

Displays:

Projector

- Existing projector will remain in place

Projector Screen

- Existing screen will remain in place

Source Devices:

Lectern Laptop – HDMI (qty. 1)

- Existing lectern laptop will remain in place

Laptop built-in PC – HDMI (qty. 1)

- Existing lectern built-in PC will remain in place.

Blu-ray

- Existing Blu-ray will be connected to the lectern built-in HDMI plate when needed.
- No control from the touchpanel will be provided.

Audio:

- Existing audio system, Microphones, speakers, Amplifier and DSP will remain in place.

Streaming

- The existing Streaming system will remain in place.
- No control from the touchpanel will be provided.

Camera

- The existing Camera will remain in place.
- No control from the touchpanel will be provided.

Switching:

- The existing DMPS3-300C will remain in place.
- (1) DM output will feed the existing DM receiver at the projector.
- HDMI output 1. Will feed the Lectern laptop to the existing streaming switcher.
- HDMI output 2. Will feed the Lectern Built-in to the existing streaming switcher.

Controls:

10" Wired wall mounted touchpanel

- User Interface is provided to perform all features as outlined under Software Features and Functional Attributes.
- Planned installation location of the device is wall mounted adjacent to the existing lectern.
- **Customer to** provide a 2-gang US electrical box at the planned installation location.

Tascam and Tascam switcher

- Control provided via the included manufacturer remote. All features and functions are as provided by manufacturer device.

Control Processor

- Existing control processor will remain in place

Software Features and Functional Attributes

- An AVI Systems standard Graphical User Interface (GUI) is included.
- Control System will interface with:
 - Existing projector --on/off
 - Existing Audio DSP-- volume control
 - Source section to send to the projector
 - NO control of Blu-ray, Tascam or Tascam switcher.
 - No control of existing camera
 - Screen control if relay wiring is at the control system.

Automated Intelligence

- Automatic shutdown

Equipment Rack – Customer Provided

- Existing AV Equipment rack will be reused.

Meeting Cadence:

- Time has been included for one, remote, 1-hour project initiation meeting between AVI Systems Project Manager and the Customer project team. This meeting is intended to identify final AVI Systems installed equipment locations as well as Customer Requirements planning.
- Time has been included for (1) site visit for an engineer to confirm existing system wiring.

Additional Services

The following equipment will be uninstalled and left in the room for customer disposal.

- Touchpanel base.

Project Provisions:

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment *AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

D. Construction Considerations: In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: This Scope of Work is delivered on the basis of the following Assumptions:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.

- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. Integration Project Management Processes

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Project Welcome Notice – emailed upon Project Manager assignment
- Project Kick-Off meeting with Customer Representative(s) – one remote, up to, 60-minute meeting
- Project Status reviews – as determined by the Project Manager
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

G. Knowledge Transfer (Training)

Orientation Training Session(s)

Time has been included for one 30-minute session, on-site Orientation Training per System Type between an AVI Systems Project Member, and the Customer Project Sponsor and, optionally, end-users.

Orientation Training is geared specifically towards the end-users. The purpose of this knowledge transfer is to provide them with the necessary knowledge to operate all common aspects of the AV system confidently and comfortably. AVI Systems standardized training material will cover:

- User facing equipment (e.g. touchscreen, camera) overview
- Systems common operation and functions
- Who to call when help is required

Operation Documentation

No operation documentation is included as part of this RSA.

H. AVI Systems Integration Services Responsibilities

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. Customer Integration Services Responsibilities

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

ENGINEERING SERVICES TO BE

Project Specifications Document – The final audiovisual systems designs will be compiled into a written project technical specifications document with equipment lists and any pricing not already included in the quote for a complete integration. This document will include the following system diagrams and documents.

- AV Video Flow
- Equipment lists as specified
- System infrastructure requirements including cable and termination specifications
- Project Scope of Work
- Project costs
- Project Integration Agreement

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
		Town Hall			
TSW-1070-B-S	CRESTRON	10.1 in. Wall Mount Touch Screen, Black Smooth	1	\$1,694.00	\$1,694.00
OFE	OWNER	OFE Crestron DMPS3/audio system/projector	1	\$0.00	\$0.00
OFE	OWNER	OFE POE Ethernet switch	1	\$0.00	\$0.00
CUSTOM-WINDY_CITY_WIRE	WINDY CITY WIR	Parts Kit: 114153-town of delaf	1	\$181.18	\$181.18

Sub-Total: Town Hall \$1,875.18

Integration

- Engineering & Drawings
- Project Management
- Cable Placement
- On Site Integration
- Training
- Travel
- Integration Cables & Connectors
- Programming
- Testing & Acceptance

Sub-Total: Integration \$9,352.55

Total: \$11,227.73

RESOLUTION NO. 23-660

**A RESOLUTION FOR EXCEEDING THE STATE IMPOSED LEVY FOR THE
TOWN OF DELAFIELD**

WHEREAS, since 2005 the State of Wisconsin has imposed limits on town, village, city and county property tax levies under Wis. Stat. sec. 66.0602; and

WHEREAS, Wis. Stat. sec. 66.0602 limits the increase in 2023 to the local property tax levy to no more than the greater of (a) 0% of last year's actual levy or (b) a percentage equal to the percentage change in equalized value due to net new construction less improvements removed; which for the Town of Delafield is 1.314% percent in 2023; and

WHEREAS, the Board of Supervisors of the Town of Delafield, Waukesha County believes it is in the Town's best interest to exceed the state levy limit as described above by a greater percentage than the expected 1.314%.

WHEREAS, the Town of Delafield actual tax levy in 2022 (collected in 2023) was \$2,382,082; and state law limits the increase based on net new construction plus debt service adjustment of \$511,582, for a total estimated allowable 2023 (collected in 2024) Town tax levy of \$2,469,375.

WHEREAS, the Town of Delafield Town Board is significantly concerned about the Lake Country Fire and Rescue staffing levels, and response times for fire and EMS calls that are below the national requirements, and the quality of fire and EMS services declining, if the tax levy is not increased; and

WHEREAS, by increasing the Town tax levy by \$_____, Lake Country Fire and Rescue can transition from part time/paid on call, to full time staff.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the Town of Delafield, Waukesha County as follows:

The Town board hereby supports an increase in the Town tax levy for the 2024 fiscal year (levied in 2023) to exceed the state levy limit. The Town board intends that the levy increase be applied on an ongoing basis by including it in the base used to calculate the limit for the 2025 fiscal year as well, and ongoing thereafter. The purpose for the increased levy is for the Lake Country Fire and Rescue fire consortium that services the Town.

The Town board directs that a referendum be held on April 4, 2023 on the question: "Under state law, the increase in the levy of the Town of Delafield for the tax to be imposed for the next fiscal year, 2024, is limited to 1.314%, which results in a levy of \$2,469,375. Shall the Town of Delafield be allowed to exceed this limit and increase the levy for the next fiscal year, 2024, for the purpose of staff for the Lake Country Fire and Rescue fire consortium that services the Town, by a total of _____%, which results in a levy of \$_____ and on an ongoing basis, include the increase of \$_____ for each fiscal year going forward?"

PASSED AND ADOPTED by the Town Board of the Town of Delafield, Waukesha County, Wisconsin this 10th day of January 2023.

TOWN OF DELAFIELD

Ron Troy, Town Chairman

ATTEST:

Dan Green, Administrator-Clerk/Treasurer