

**COMMUNICATIONS
AND TECHNOLOGY
COMMITTEE**

Tuesday, July 23, 2019

6:00 PM

McFarland Municipal Center
Conference Room A

AGENDA

1. CALL TO ORDER, ROLL CALL.
2. PUBLIC APPEARANCES.
3. APPROVAL OF MINUTES.
 - a. Motion to approve the minutes of the January 22, 2019 meeting.
 - b. Motion to approve the minutes of the April 23rd, 2019 meeting.
4. BUSINESS.
 - a. Discussion and possible recommendation to the Village Board regarding the switch of telecommunications provider from Charter to TDS.
 - b. Discussion and possible action regarding the e-newsletter.
 - c. Discussion and review of the Village Technology Plan, Chapters 1 and 3.
 - d. Discussion and possible action to implement a community calendar on the Village website.
5. POLCO.
 - a. Discussion, creation, and possible action to create question(s) to be posted on Polco.
6. SCHEDULE NEXT MEETING DATE.
 - a. Tuesday, August 27, 2019 at 6pm in Conference Room A of the McFarland Municipal Center.
7. ADJOURNMENT.

This meeting notice constitutes an official meeting of the above referenced group and was posted in accordance with all applicable laws related to Open Meetings Law. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information or to request this service, contact the McFarland Municipal Center at (608) 838-3153 or cassandra.suettinger@mcfarland.wi.us.

VILLAGE OF MCFARLAND

Communications & Technology Committee Minutes

Tuesday, January 22, 2019 - 6:00 PM

1. CALL TO ORDER, ROLL CALL.

Members present: Member Ella Tschopik, Village Trustee Shaun O'Hearn, Village Trustee Stephanie Brassington, CJ Behm, Cole Younger, Joe Hoeme

Members not present: Member Devoin Ruffin

Staff Present: Director Stephanie Miller

2. PUBLIC APPEARANCES.

No public appearances present.

3. APPROVAL OF MINUTES.

a. Motion to approve the minutes of the November 27, 2018 meeting.

Motion by Shaun O'Hearn, second by Stephanie Brassington, to approve Motion to approve the minutes of the November 27, 2018 meeting.

4. BUSINESS.

a. Discussion and possible recommendation to the Village Board regarding the re-approval of TDS equipment purchase for McFarland Cable channel.

Motion by Village Trustee Stephanie Brassington, second by CJ Behm, to recommend approval to the Village Board regarding the re-approval of TDS equipment purchase to not to exceed \$12,500 for McFarland Cable channel. Motion carries 6 - 0 - 0 by acclamation.

b. Discussion and possible action to renew signing of Polco contract.

Motion by Village Trustee Shaun O'Hearn, second by Village Trustee Stephanie Brassington, to recommend approval of discussion and possible action to renew signing of Polco contract. Motion carries 6 - 0 - 0 by acclamation.

c. Discussion regarding the Outlook Newsletter publisher and printer.

Comparison chart shown to committee in order to see amount being paid and printed for current Outlook Newsletter versus possibility of alternative, new option with Thistle.

Questions discussed to be taken back to Thistle representative.

Decision to create or re-open Polco question on how people would like to receive the newsletter.

Further discussion to take at future meeting.

5. STAFF REPORTS.

a. Technical Specialist Update(s).

Andrew Day, Technical Specialist, not present to give update.

b. Director Update(s).

Stephanie Miller, Director, gives updates on new vacancy opening for audio-visual technician to start in February, website homepage design recently being approved by Village Board, cable channel broadcasts, and control room/office remodeling.

6. POLCO.

a. Discussion, creation, and possible action regarding questions to be posted on Polco.

Discussion to re-open or create question regarding the Outlook Newsletter and how people would like to receive it.

Discussion to create policy (yes/no) question regarding Community Service Day after party picnic.

7. SCHEDULE NEXT MEETING DATE.

a. Tuesday, February 26, 2019 at 6pm in Conference Room A of the McFarland Municipal Center.

Discussion of next meeting to be held on Tuesday, February 26, 2019 at 6pm in Conference Room A of the McFarland Municipal Center.

8. ADJOURNMENT.

Motion by Village Trustee Shaun O'Hearn, second by Village Trustee Stephanie Brassington, to adjourn at 6:38PM.

Pursuant to law, written notice of this meeting was given to the public and posted on the public bulletin boards in accordance with Open Meetings Law.

Respectfully submitted,
Stephanie R. Miller
Director

VILLAGE OF MCFARLAND

Communications & Technology Committee Minutes

Tuesday, April 23, 2019 - 6:00 PM

1. CALL TO ORDER, ROLL CALL.

Stephanie Brassington called the regular meeting of the Communications & Technology Committee to order at 6:00 PM in Conference Room A.

Members Present: Village Trustee Stephanie Brassington, Village Trustee Eric Kryzenske, Ella Tschopik, Cole Younger.

Staff Present: Communications and Technology Director Stephanie Miller, Technical Specialist Andrew Day

2. PUBLIC APPEARANCES.

No public appearances were made.

3. APPROVAL OF MINUTES.

a. Motion to approve the minutes of the January 22, 2019 meeting.

Minutes were not included in the packet, moved to regular meeting on May 28.

4. BUSINESS.

a. Discussion and possible recommendation to the Village Board regarding the finalization of the Communications Plan.

Presentation of draft Communications Plan by Communications and Technology Director Stephanie Miller.

Motion by Village Trustee Stephanie Brassington, second by Village Trustee Eric Kryzenske, to recommend approval to the Village Board regarding the draft Communications Plan with the following changes: remove priority levels from each section and remove "priority it holds" from the statement section. Motion carries 4 - 0 - 0 by acclamation.

b. Discussion and possible action regarding the Outlook Newsletter publisher and printer.

Motion by Village Trustee Eric Kryzenske, second by Cole Younger, to approve disturbing the Outlook Newsletter in the McFarland Thistle. Motion carries 4 - 0 - 0 by acclamation.

c. Update on Village website transition.

Presentation by Communications and Technology Director Stephanie Miller on the new website design.

5. STAFF REPORTS

- a. Technical Specialist update(s).
Update from Technical Specialist Andrew Day on the new Village firewall, computer database, computer upgrades, and IP addresses.
- b. Director update(s).
Update from Communications and Technology Director Stephanie Miller on a new hire (A/V Technician Lillie Ostwinkle), the candidates forums hosted by the Communications & Technology department, soccer broadcasts, upcoming softball broadcasts, TDS cable channel status, changes to the Communications and Technology Department office.

6. POLCO

- a. Discussion, creation, and possible action regarding questions to be posted on Polco.
Motion by Village Trustee Eric Kryzenske, second by Village Trustee Stephanie Brassington, to approve creation of a question to be posted on Polco: Would you like to see a community calendar added to the Village website? Motion carries 4 - 0 - 0 by acclamation.

7. SCHEDULE NEXT MEETING DATE.

- a. Tuesday, May 28, 2019 at 6pm in Conference Room A of the McFarland Municipal Center.
Next meeting date: Tuesday, May 28, 2019 in Conference Room A of the McFarland Municipal Center.

8. ADJOURNMENT.

Motion by Village Trustee Eric Kryzenske, second by Village Trustee Stephanie Brassington, to Adjourn. Motion carries 4 - 0 - 0 by acclamation.



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Tuesday, July 23, 2019

SECTION: Business

DEPARTMENT: Communications & Technology

CONTACT:

AGENDA ITEM: Discussion and possible recommendation to the Village Board regarding the switch of telecommunications provider from Charter to TDS.

PREVIOUS ACTION:

ISSUE SUMMARY:

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. Staff Recommendation Letter
2. Dedicated Internet
3. PRI_no_TV
4. PRI_TV
5. PRI
6. Telecommunications_Services_Agreement
7. Telecommunications_Services
8. Village of McfarlandUpdated TSANPT

Subject: Telecommunications Switchover – Staff Recommendation

Dear Communications and Technology Committee,

After much deliberation and discussion, it is recommended on behalf of the Communications and Technology staff to only move forward with the TDS Dedicated Fiber Internet quote provided. Reasons being for the following:

Since April, TDS has provided multiple quoted proposals to the department that failed to match up with specific numbers on other proposals of similar descriptions. Each time we would question why certain numbers did not line up properly, one of the main excuses was that it was that it was a typographical error on their end. We found this to be unprofessional and inattentive to detail.

Our current phone system with Frontier was a recent upgrade to the Village approximately four years ago. With this upgrade, all Village phones were purchased as well as the network switches. If moving forward with the TDS phone system, new phones would need to be bought again and the network switches we possess would no longer be usable within the TDS proposal. TDS would require the Village to rent their own network switches monthly.

Although TDS would provide the Village with one bill per month for all the possible amenities, it would be a higher cost to pay for all TDS amenities versus maintaining our contracts with Frontier, Charter Cable, and then adding in TDS Fiber Internet. The difference would be approximately \$1,000 (or more) cheaper than the proposal of all TDS amenities per month.

Lastly, the dedicated TDS Fiber Internet is proposed at 500mb up/down. This would be a significantly faster rate per second than the current Charter internet we continue to pay for.

Again, the Communications and Technology highly recommends the committee only looks into approving the progression of moving forward with the TDS Dedicated Fiber Internet quote that has been provided.

We appreciate your consideration.

Sincerely,

Communications and Technology Staff

RE: Updated Proposals

Williams, Elizabeth <Elizabeth.Williams@tdstelecom.com>

Wed 6/19/2019 10:37 AM

To: Matt Schuenke <Matt.Schuenke@mcfarland.wi.us>

Cc: Blau, Justin <justin.blau@tdsmetro.com>; Stephanie R. Miller <Stephanie.Miller@mcfarland.wi.us>

Good Morning Matt,

Here is a copy for just dedicated internet. Please let me know what works for you next week or this week as well.

Thank you
Liz



Quote Prepared for:
Village of McFarland

6/19/2019

Customer Information - Service Address	
Ordered by:	Matt Schuenke
Business Name:	Village of McFarland
Street:	5915 Milwaukee St
Flr/Rm/Suite:	
City, State, Zip:	McFarland, WI 53558
TDS Sales Representative:	Elizabeth Williams
Main Yellow Page Heading:	Phone: (608) 838-3153
	Email: matt.schuenke@mcfarland.wi.us
	#####

Monthly Services Charges/Credits:

Quantity	Term	Description	Price each	Total
1	60 Month	Dedicated Fiber Access 500Mbps Symmetrical	\$1,300.00	\$1,300.00
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
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21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
*Total Monthly Services Charges/Credits:				\$1,300.00



Telecommunications Service Agreement

7/10/2019

Customer Information - Service Address	
Ordered by/ Title: Matt Schuenke	Main Yellow Page Heading: Government
Business Name: Village of McFarland	Ordered by Phone: 608-838-3153
Street: 5915 Milwaukee St	Ordered by Email: matt.schuenke@mcfarland.wi.
City, State, Zip: McFarland, WI 53558	
managed IP Hosted Deployment Type (If applicable): Standard <input type="checkbox"/> Managed <input type="checkbox"/>	
Multiple Locations? Yes - See Attached Additional Service Locations Addendum(s) if applicable	
Billing Information -	
Bill To Company: Village of McFarland	Billing Contact Name: 0
Address: 5915 Milwaukee St	Phone: 0
City, State, Zip: McFarland, WI 53558	
TDS Sales Representative: Elizabeth Williams	608-824-7711

Monthly Services Charges/Credits:					
<u>Quantity</u>	<u>Term</u>	<u>Description</u>	<u>Each</u>	<u>Total</u>	
1	60 Month	Dedicated Fiber Access 500Mbps Symmetrical	\$1,000.00	\$1,000.00	
1	Mo To Mo	/28 13 usable Static IP's	\$20.00	\$20.00	
5	36 Month	Star Business Voice Line Service	\$29.99	\$149.95	
23	36 Month	20+ Trunks - SIP	\$15.99	\$367.77	
8	Mo To Mo	10 DID Block	\$5.00	\$40.00	
1	24 Month	2019 HSI Promotion - FLEX	-\$100.00	-\$100.00	
*Total Monthly Services Charges/Credits:				\$1,477.72	

One Time Charges/Credits:				
<u>Quantity</u>	<u>Term</u>	<u>Description</u>	<u>Each</u>	<u>Total</u>
1	One Time	Service Order Charge	\$20.00	\$20.00
1	One Time	Service Order Charged - Waived	-\$20.00	-\$20.00
1	One Time	HSI Installation Fee	\$150.00	\$150.00
1	One Time	HSI Installation Fee - Waived	-\$150.00	-\$150.00
*Total One Time Charges/ Credits:				\$0.00

- managedIP SIP and PRI locations must have a minimum of trunks. If a location falls below the minimum requirement, the service will be canceled and cancellation charges will apply.
- *Total does not include applicable taxes, fees, assessments or surcharges. Additional Directory Listing charges may also apply and are not include in the Totals herein. Local usage charges apply if applicable.
- Customer is responsible for cancellation of services with current providers.
- If Customer has an active alarm line, Customer must advise alarm company of change of service.
- TDS reserves the right to block high fraud international long distance locations.
- For managedIP Hosted (managed deployment) and managedIP Trunking, if Services ordered necessitate that TDS dispatches a technician to Customer's premise, Customer will be notified of the visit in advance. It is required that a Customer representative is on site when the technician arrives and that full access to the telecommunication's closet be provided. In addition, the Customer must ensure that prior to the installation visit, the site is ready with a rack, mounting board or shelf to house TDS equipment and that four unoccupied AC outlets are available within four feet of the equipment. If any of the forgoing conditions are not met, TDS may charge the Customer a \$250.00 fee.

This Telecommunications Service Agreement ("Agreement") is between TDS METROCOM, LLC ("TDS") and the Customer identified below ("Customer"). Customer acknowledges and agrees that this Agreement includes and incorporates by reference TDS's Telecommunications Service Terms and Conditions (which are located at <https://tdsbusiness.com/terms-of-service.html>), and binds Customer to such Telecommunications Service Terms and Conditions, including any early termination charges that may apply.

Customer represents that the Customer Representative identified below is authorized to sign this Agreement on behalf of Customer. Customer further represents that the Customer Information and the Authorized Customer Representative Information is true and correct. If, within thirty days after Customer's signature below, TDS determines that Customer's location is not serviceable under normal installation guidelines, TDS may terminate this Agreement. If TDS is required to engage in construction to provide Customer's service and Customer cancels this Agreement prior to installation, Customer shall be liable for TDS's reasonable construction charges in addition to any early termination charges. Any equipment not shown as purchased on this Agreement must be returned to TDS upon cancellation of service.

Authorization: IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

Village of McFarland

Customer / Company Name

TDS METROCOM, LLC

TDS

Authorized Customer Representative signature
Stephanie Miller

Authorized TDS Representative signature

Authorized Customer Representative printed name

Elizabeth Williams

Authorized TDS Representative printed name

Title

Title

Date

Date

Telecommunications Service Agreement created using Version 2019 V1.



Telecommunications Service Agreement

7/10/2019

Customer Information - Service Address

Ordered by/ Title: Matt Schuenke
 Business Name: Village of McFarland
 Street: 5915 Milwaukee St
 City, State, Zip: McFarland, WI 53558

Main Yellow Page Heading: Government
 Ordered by Phone: 608-838-3153
 Ordered by Email: matt.schuenke@mcfarland.wi.

managed IP Hosted Deployment Type (If applicable):

 Standard Managed
Multiple Locations? Yes - See Attached Additional Service Locations Addendum(s) if applicable
Billing Information -

Bill To Company: Village of McFarland
 Address: 5915 Milwaukee St
 City, State, Zip: McFarland, WI 53558

Billing Contact Name: 0
 Phone: 0

TDS Sales Representative: Elizabeth Williams 608-824-7711

Monthly Services Charges/Credits:

<u>Quantity</u>	<u>Term</u>	<u>Description</u>	<u>Each</u>	<u>Total</u>
1	60 Month	Dedicated Fiber Access 500Mbps Symmetrical	\$1,000.00	\$1,000.00
1	Mo To Mo	/28 13 usable Static IP's	\$20.00	\$20.00
5	36 Month	Star Business Voice Line Service	\$29.99	\$149.95
23	36 Month	20+ Trunks - SIP	\$15.99	\$367.77
8	Mo To Mo	10 DID Block	\$5.00	\$40.00
1	12 Month	TDS TV for Business - Sports & More	\$70.00	\$70.00
1	12 Month	Broadcast Retransmission Fee	\$12.80	\$12.80
5	12 Month	Wireless Set-Top Box Rental	\$8.00	\$40.00
5	12 Month	Wired Set-Top Box Rental	\$8.00	\$40.00
1	24 Month	2019 HSI Promotion - FLEX	-\$100.00	-\$100.00

***Total Monthly Services Charges/Credits:**
\$1,640.52

One Time Charges/Credits:				
<u>Quantity</u>	<u>Term</u>	<u>Description</u>	<u>Each</u>	<u>Total</u>
1	One Time	Service Order Charge	\$20.00	\$20.00
1	One Time	Service Order Charged - Waived	-\$20.00	-\$20.00
1	One Time	HSI Installation Fee	\$150.00	\$150.00
1	One Time	HSI Installation Fee - Waived	-\$150.00	-\$150.00
1	One Time	Video Install fee	\$49.95	\$49.95
1	One Time	Video Install fee - Waived	-\$49.95	-\$49.95
*Total One Time Charges/ Credits:				\$0.00

- managedIP SIP and PRI locations must have a minimum of trunks. If a location falls below the minimum requirement, the service will be canceled and cancellation charges will apply.
- *Total does not include applicable taxes, fees, assessments or surcharges. Additional Directory Listing charges may also apply and are not include in the Totals herein. Local usage charges apply if applicable.
- Customer is responsible for cancellation of services with current providers.
- If Customer has an active alarm line, Customer must advise alarm company of change of service.
- TDS reserves the right to block high fraud international long distance locations.
- For managedIP Hosted (managed deployment) and managedIP Trunking, if Services ordered necessitate that TDS dispatches a technician to Customer's premise, Customer will be notified of the visit in advance. It is required that a Customer representative is on site when the technician arrives and that full access to the telecommunication's closet be provided. In addition, the Customer must ensure that prior to the installation visit, the site is ready with a rack, mounting board or shelf to house TDS equipment and that four unoccupied AC outlets are available within four feet of the equipment. If any of the forgoing conditions are not met, TDS may charge the Customer a \$250.00 fee.

This Telecommunications Service Agreement ("Agreement") is between TDS METROCOM, LLC ("TDS") and the Customer identified below ("Customer"). Customer acknowledges and agrees that this Agreement includes and incorporates by reference TDS's Telecommunications Service Terms and Conditions (which are located at <https://tdsbusiness.com/terms-of-service.html>), and binds Customer to such Telecommunications Service Terms and Conditions, including any early termination charges that may apply.

Customer represents that the Customer Representative identified below is authorized to sign this Agreement on behalf of Customer. Customer further represents that the Customer Information and the Authorized Customer Representative Information is true and correct. If, within thirty days after Customer's signature below, TDS determines that Customer's location is not serviceable under normal installation guidelines, TDS may terminate this Agreement. If TDS is required to engage in construction to provide Customer's service and Customer cancels this Agreement prior to installation, Customer shall be liable for TDS's reasonable construction charges in addition to any early termination charges. Any equipment not shown as purchased on this Agreement must be returned to TDS upon cancellation of service.

Authorization: IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

Village of McFarland
Customer / Company Name

TDS METROCOM, LLC
TDS

Authorized Customer Representative signature
Stephanie Miller

Authorized TDS Representative signature

Authorized Customer Representative printed name

Elizabeth Williams
Authorized TDS Representative printed name

Title

Title

Date

Date



Telecommunications Service Agreement

Customer Information - Service Address

Ordered By / Title Matt Schuenke
 Business Name Village of McFarland
 Street 5915 Milwaukee St
 City, State, Zip McFarland WI 53558

Main Yellow Pages Heading _____
 Phone: 6088383153
 Email: matt.schuenke@mcfarland.wi.us

managedIP Hosted Deployment Type (if applicable): Standard Managed

Multiple Locations: YES See Attached Additional Service Locations Addendum(s)

Billing Information

Same As Above

Bill to Company _____
 Address _____
 City, State, Zip _____

Billing Contact Name _____
 Phone _____

Quantity Ordered	Description of Services / Equipment	Term	Monthly Recurring Charge		Non-Recurring Charge	
			Unit	Total	Unit	Total
69	PRI Channels	60 months	\$15.99	\$1,103.31		
1	500M Internet-Dedicated Fiber Access	60 months	\$1,000.00	\$1,000.00		
1	28 WAN-13 Static Ips	mo-mo	\$20.00	\$20.00		
5	Star Business Bundle-Phone (2 year promotion)	24 months	\$29.99	\$149.95		
20	Blocks of 10 DID	mo-mo	\$5.00	\$100.00		
1	TDS TV for Business-News and Info	24 months	\$60.00	\$60.00		
1	Broadcast Retransmission Fee	24 months	\$12.80	\$12.80		
1	Set Top Box Rental	mo-mo	\$8.00	\$8.00		
1	HSI Install Fee				\$150.00	\$150.00
1	Modem Shipping and Handling				\$14.95	\$14.95
1	Service Order Charge				\$20.00	\$20.00
1	Waive HSI Install Fees and Service Order				(\$170.00)	(\$170.00)
1	Install Fee				\$200.00	\$200.00
1	Waive Install Fee				(\$200.00)	(\$200.00)
1	Setup Fee				\$100.00	\$100.00

- managedIP Hosted, SIP, PRI and Essentials locations must have a **minimum of 4 lines/stations**. If a location falls below the minimum requirement, the service will be canceled and cancellation charges will apply.
- FCC/911/USF/Federal and State taxes, Administrative Fee and Additional Directory Listing charges* apply and are not included in the Totals below. Local usage charges apply if applicable.
- If Customer chooses TDS as its long distance provider, TDS will block international calling unless specifically identified in the Description of Services/Equipment section of this Agreement.
- For managedIP Hosted (managed deployment) and managedIP Trunking, if Services ordered necessitate that TDS dispatches a technician to Customer's premise, Customer will be notified of the visit in advance. It is *required* that a Customer representative is on site when the technician arrives and that full access to the telecommunication's closet be provided. In addition, the Customer must ensure that prior to the installation visit, the site is ready with a rack, mounting board or shelf to house TDS equipment and that four unoccupied AC outlets are available within four feet of the equipment. If any of the foregoing conditions are not met, TDS may charge the Customer a \$250.00 fee.

Customer Initials: _____ **Date:** _____ ***Total:** \$2,454.06 ***Total:** \$114.95

1. **Agreement.** This Telecommunications Service Agreement (“Agreement”) is between TDS Metrocom, LLC (“TDS”) with its principal office at 525 Junction Road Madison, WI 53717 and Village of McFarland with its office at 5915 Milwaukee St McFarland WI 53558 (“Customer”).

The Customer hereby agrees to purchase from TDS and TDS agrees to sell the Services (“Services”) identified in this Agreement or any future Amendments agreed to by the parties pursuant to the terms and conditions set forth herein. Amendments are included herein by reference as integral parts of this Agreement. If Customer wishes to change the Services or add additional Services, Customer and TDS shall execute an Amendment describing such changes or additions. Unless specifically set forth on any Amendment, if the terms of any documents incorporated by reference are inconsistent with this Agreement, the terms of this Agreement will control. Customer agrees that the TDS Internet Services disclaimers, Internet Network Management, Privacy Policy, and Acceptable Use Policy [together referred to as the “TDS Internet Terms of Service”] as stated on www.tdsbusiness.com also apply to any Internet Services provided under this Agreement. The TDS Internet Terms of Service are included herein by reference as integral parts of this Agreement. Further, Customer also agrees to accept the TDS End User License Agreement (for email service) if Customer chooses to use TDS-provided email service. Customer acknowledges certain duties and obligations of TDS under this Agreement may be performed by certain affiliates of TDS.

2. **Service Installation; Customer Requirements and Responsibilities.** TDS shall only be responsible for bringing the lines ordered by Customer to the Customer designated demarcation point at Customer’s premises where TDS equipment terminates. In no event shall TDS be responsible for connecting, installing or wiring past the demarcation point. Customer agrees and acknowledges that it shall be Customer’s sole responsibility to provide and arrange for all necessary wiring and equipment required to extend dial tone including phone system programming and any other related wiring or work required to implement the Services. At the time of service installation and during maintenance and repair, Customer agrees to provide at no charge, access to any equipment, a telephone, right to make use of all existing poles, conduits, wiring and other facilities on the premises which Customer owns or controls (the “Premises”), a safe working environment and adequate storage space for a reasonable quantity of replacement parts, electrical power to operate the Services and adequate space in Customer’s Premises to house any equipment used in connection with provision of the Services, and shall take all other actions reasonably required for the performance of Services by TDS under this Agreement. Neither Customer nor the owner or any resident of the Premises shall have any right, title or interest in the equipment. The equipment shall always be owned by TDS and shall not be a fixture of the Premises. Upon the expiration or termination of this Agreement, or the expiration of TDS’s legal right to provide Service to the Premises, at TDS’ option, TDS may remove reasonably accessible equipment from the Premises within a reasonable time, or require Customer to return all TDS-owned equipment to TDS (as described in Section 11.1). If TDS installs wiring on the Premises, the following clause applies: Upon the expiration or termination of this Agreement, or the expiration of TDS’s legal right to provide Service to the Premises, at TDS’s option upon notice to Customer: (i) TDS may remove the wiring from the Premises within a reasonable time; (ii) Customer shall purchase from TDS the wiring on the Premises at the fair market value for the full replacement of such wiring, including labor; or (iii) TDS may abandon the wiring in place. TDS is not responsible for any long distance charges associated with the use of dial-up Internet services. Customer is responsible for the security of all passwords, equipment or systems that allow access to the Services provided by TDS. Customer acknowledges that they are responsible for actions on their account performed by others who have acquired Customer’s passwords or access to Customer’s equipment or systems with or without Customer’s knowledge and Customer agrees to pay any charges that are incurred regardless of any claim the Customer may have against third parties based on unauthorized access to Customer’s passwords, equipment or systems. Customer is also responsible for providing to TDS accurate, specific address and location information for all TDS telephone numbers provided (including any and all changes to such information) so that 911 calls can be properly directed to the appropriate PSAP (public safety answering point). If Customer moves the location of its voice service without the approval of TDS, then 911 calls may not transmit any information, or may otherwise send incorrect address information and/or be directed to the incorrect emergency services provider, which may result in a delay or failure of emergency services being dispatched to Customer’s location.

3. **Billing.** Compensation to be paid by Customer to TDS for Services provided under this Agreement shall be established at the rate and terms provided in this Agreement and by local tariff, where applicable. The Customer agrees to pay TDS the contract amount committed to under this Agreement, as well as all applicable taxes and fees. All invoices are due within 30 days from date of invoice. If allowed under applicable tariff, a late charge of 1.5% per month, or the highest permissible amount chargeable by law, whichever is less, may be charged on any unpaid balance owed to TDS which remains unpaid for 30 days or more after the date of the invoice. With regard to any video services provided hereunder, TDS may adjust the video base rate once in each calendar year. Notwithstanding the above, TDS may also periodically adjust rates due to increases in programming, copyright, and retransmission costs. The video base rate is exclusive of taxes and external fees including, but not limited to, franchise and other governmental fees. In addition to the above, in the event that any action taken by any legislative, judicial or regulatory body, or any underlying services provider that TDS utilizes to deliver the Services, directly or indirectly causes a reduction in revenue or an increase in expenses with respect to the provision of the Services, TDS shall have the right to increase the amount of Recurring Charges set forth in this Agreement upon 30 days notice. Customer shall have the right to terminate this Agreement within 30 days of notice of the change in such Recurring Charges. Customer agrees that any unlimited service is being provided based on reasonable usage, and that use of the service for auto dialers, long distance dialup access to the Internet or other information services, call centers, certain switching applications or other high volume calling applications is not permitted and will entitle TDS to terminate the Service upon written notice of the violation. TDS reserves the right to monitor Customer’s usage to determine compliance with these limitations. Bundled prices represented on this Agreement may be billed separately on Customer’s bill. The separate pricing may not be used with any other product or bundled products. It is the Customer’s responsibility to review the monthly invoices for accurate representation of charges. Disputes concerning the accuracy of any invoice that has been paid must be brought in writing within three (3) months of the due date of the invoice.

4. **Warranty.** TDS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT WITH RESPECT TO THE FOREGOING WARRANTY, TDS IS PROVIDING ALL SERVICES TO THE CUSTOMER “AS IS” AND TDS MAKES NO WARRANTY AS TO THE CONTINUOUS OPERATION OF THE SERVICE OR ANY SPECIFIC FEATURE OF

THE SERVICE. ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE ARE DISCLAIMED. TDS DOES NOT WARRANT THAT THE SERVICES OR RELATED PRODUCTS WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM. CONNECTIONS (SYNC-RATES) ARE RATE ADAPTIVE AND MAY BE LOWER DUE TO THE LENGTH AND CONDITION OF THE LINE. ACTUAL THROUGHPUT MAY BE LOWER DUE TO INTERNET CONGESTION, NETWORK UTILIZATION, PROTOCOL OVERHEADS OR OTHER FACTORS, WHICH CAN NOT BE CONTROLLED BY TDS. IN THE EVENT OF A POWER OUTAGE AT CUSTOMER'S LOCATION OR IF CUSTOMER'S BROADBAND SERVICE IS DOWN, SERVICES THAT ARE NOT LINE-POWERED (SUCH AS managedIP) WILL NOT OPERATE AND CUSTOMER WILL NOT HAVE ACCESS TO EMERGENCY SERVICES SUCH AS 911.

5. Limitation of Liability. TDS SHALL NOT BE LIABLE IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE SERVICE, LOSS OF DATA, CUSTOMER'S INABILITY TO USE THE SERVICE, INTERRUPTIONS OR CLAIMS BY THIRD PARTIES. THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR DISPUTES RELATED TO THE ACCURACY OF INVOICES, THE MAXIMUM CREDIT OR REFUND A CUSTOMER MAY RECEIVE SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TDS OVER THE MOST RECENT THREE (3) MONTH PERIOD FOR THE SPECIFIC SERVICES IN DISPUTE; FOR ALL OTHER CLAIMS TDS LIMITS LIABILITY RELATED TO THE PROVISION OF SERVICES TO THE AMOUNT PAID BY CUSTOMER IN THE PREVIOUS TWELVE (12) MONTHS FOR SERVICES GIVING RISE TO, OR WHICH ARE THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, OR TORTIOUS CONDUCT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR ANY OTHER THEORY. TDS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR ANY OMISSION OR ERROR WITH RESPECT TO CUSTOMER'S TELEPHONE DIRECTORY LISTINGS.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE PROVISION OF SERVICES OR ITS PERFORMANCE MAY BE BROUGHT BY CUSTOMER MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

6. Insecurity of the Internet. CONNECTION TO THE INTERNET CREATES INSECURITY. Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. Our ability to provide our services depends in part on the reliability of the Internet and the networks of our partners, and our services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Customer must provide adequate information security for their own networks by using appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software. Availability of Internet service varies and speeds advertised may not be available at all service addresses. Certain speeds are only offered in areas served by TDS Fiber. Actual speeds experienced by customers vary and are not guaranteed. Speed ranges advertised are expressed as "up to" to represent network capabilities between customer location and the TDS network. Speeds vary due to factors, including but not limited to: distance from switching locations, network equipment, delivery technology, external/internal network conditions and video stream utilization.

7. Default. An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) the Customer does not pay when due any invoice; (b) the Customer ceases doing business as a going concern; (c) the Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) the Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or the Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (e) the Customer shall default in the performance of any of its obligations to TDS or any assignee arising under this Agreement, or any other agreement between the Customer and TDS, and such default is not cured within 30 days of TDS providing notice of same, unless prohibited by relevant federal, state or local law.

8. Remedies. Upon the occurrence of an Event of Default, unless prohibited by relevant federal, state or local law, TDS may, at its option and without notice or demand, exercise all or any one or more of the following remedies: (a) declare immediately due and payable all invoices and all other sums due, including termination charges, or to become due hereunder or under any other agreement between the Customer and TDS; (b) terminate all of its obligations arising under this Agreement, and any other agreement between Customer and TDS; (c) enter the premises where any of TDS' equipment is located and repossess all or any part of the equipment; (d) offset any amounts due TDS under this Agreement against any amounts TDS or any of its affiliates owes the Customer (or the Customer's affiliates) under any other agreement; or (e) exercise all other legal and equitable remedies which TDS may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law.

9. Interruption of Services. For any interruption of Service that is not due to negligence or non-compliance with any term or condition of this Agreement by Customer or the failure of operation or malfunction of facilities, power or equipment provided by the Customer, Customer will be entitled to a credit against the monthly Recurring Charge for such Service. Service will be deemed to be interrupted from the time TDS receives notice from Customer that the Service is not working until the time the Service is working. Unless provided otherwise by law or tariff, credits shall be calculated on the basis of a 30-day month and shall be credited upon Customer request against the monthly Recurring Charge for such Service as follows:

- First 30 minutes: none
- 30 minutes to 3 hours: 1/10 day

- Each additional 3 hour period (or fraction thereof): 1/5 day

If the duration of the outage is more than 24 hours, then the credit shall be the daily pro-rated amount of the Customer's monthly Recurring Charge for the applicable Service for each day thereafter, in an aggregate amount not to exceed the monthly Recurring Charge for such Service. Credits under this provision shall be the Customer's sole remedy and TDS' sole liability for any Service outage.

10. Support. The following outlines TDS support boundaries and procedures for TDS Internet connectivity and access.

- 10.1 Warranty. Internet access equipment and/or Polycom® telephone sets purchased or leased from TDS is fully supported per the manufacturer's warranty period (individual manufacturer's warranties vary; check specific manufacturer for the warranty period). Extended warranty support programs may be available through TDS. Equipment leased or purchased from third party vendors, including vendors recommended by TDS, are **not** supported by TDS.
- 10.2 Boundaries.
- 10.2.1 Purchased Equipment from TDS – The boundary is the Ethernet port on the router. Please note that the inside wiring between the Network Interface Device (NID) and the equipment is not supported.
- 10.2.2 Customer Provided Equipment – The boundary is the Network Interface Device (NID). When TDS is able to verify circuit integrity the support boundary is met.
- 10.2.3 NOTE: Firewalls, Virtual Private Networks (VPN) and network management are beyond the support boundaries provided by TDS for dedicated Internet services.
- 10.3 Activation.
- 10.3.1 Equipment Purchased from TDS – Customer is responsible for the configuration of equipment purchased from TDS.
- 10.3.2 Customer Provided Equipment – Configuration and installation of equipment not purchased or leased from TDS is the Customer's responsibility. TDS will provide the Customer with a list of relevant IP addresses for use in the configuration of the Customer's equipment. However, it is the Customer's responsibility to configure the equipment.
- 10.3.3 Limits – Activation is limited according to the boundaries listed in section 10.3.1 and 10.3.2 above.
- 10.4 Help Desk. Technical support is available **only through the TDS Help Desk.**
- 10.5 Unsupported Routers. Routers not purchased through TDS are unsupported. **TDS will not provide support services for unsupported routers.**

11. Term and Termination.

- 11.1 TDS will provide Customer with the Services pursuant to the rates, terms and conditions specified herein, commencing on the latter of the requested service date or the day following the date in which TDS notifies Customer that the Service is ready for use ("Service Commencement Date"). At the expiration of any Service Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis until canceled by either party on 30 days written notice; provided, however that the charges for the Service during any renewal period shall be at the then-current monthly rate charged by TDS for such Service. Unless specifically exempted, Services shall be subject to all general regulations applicable to the provision of Service and rates charged for such Service by TDS and stated in its general tariff including late payment charges, termination charges, and related expenses. Upon any termination of the Services herein, unless otherwise directed by TDS in writing, Customer shall return all TDS-owned equipment in good working condition to TDS, or Customer will be responsible for the full cost of the equipment. Customer is responsible for any damage to equipment provided by TDS.
- 11.2 Customers who terminate Service prior to the expiration of the applicable Service Term shall be liable for the repayment of any promotional credits, discounts or fee waivers including but not limited to installation fee waivers and for reimbursement of any special construction or non-recurring charges for Services or related facilities requested by Customer. Unless otherwise set forth under applicable tariff, if Customer terminates Service prior to expiration of the applicable Service Term, Customer shall also pay an early termination fee equal to: (a) the difference between the amount billed Customer under this Agreement for the Services up to the date of termination, and the amount that would have been billed had the Customer been billed at the rate applicable under an agreement which had a term equal to the term between the effective date of this Agreement and the termination date; plus (b) the full purchase price of any equipment as shown above, minus the amounts already paid on a per month basis up to the date of termination. In addition, specifically with regard to Call Recording Services, Customer shall pay an early termination fee equal to 50% of the contracted monthly recurring charges for such Call Recording Services for each month remaining on the initial term. If there is a partial cancellation, any volume discounts going forward will be applied based only on the remaining volume. Either party may cancel this Agreement without liability in the event TDS is prohibited from providing Service or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency, or other body of competent jurisdiction. Termination charges will not apply if the Customer replaces the Service with a new contract with a term equal to or greater than the original term with a minimum commitment equal to at least 75% of the original commitment level under this Agreement. Each Service designation is deemed a separate service and cancellation of any single service shall not affect the other services ordered by Customer in this Agreement. Customer agrees that the foregoing early termination fees are fair and reasonable and that TDS's provision of the Services would not be commercially viable but for these Customer commitments.
- 11.3 This Agreement shall remain effective until terminated in accordance with the provisions set forth herein.

12. Subsequent Additions/Deletions. For each new product or service added to this Agreement after a 60-day grace period, installation charges will apply. Installation charges for advanced business products will be quoted at the time of request on an individual case basis. Subsequent feature deletions, after a 60-day grace period, will be assessed a service order charge per account. Any preferred customer

discounts, volume discounts or promotional discounts are subject to change if Customer deletes services from the original service agreement. Any adjustments in special discounts will be quoted at the time of the request on an individual case basis.

13. Special Construction. Where facilities are not available or if equipment, new facilities or changes to existing facilities are required for the provision of additional Services, a special construction charge will apply in addition to the monthly service charge. Customer may be required to pay additional charges or to contract for Services beyond the normal service term, or both.

14. Insurance. Each party shall maintain Commercial Workers' Compensation Insurance as required by law and Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence covering personal injury and property damage.

15. MISCELLANEOUS.

15.1 **CONFIDENTIALITY:** The parties will hold the pricing and other non-public terms and conditions of this Agreement in confidence, and will not reveal the same to any person or entity except: with the written consent of the other party; to the extent necessary to comply with the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party and shall seek confidential treatment of such information); as part of either party's standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; or in order to enforce its rights pursuant to this Agreement.

15.2 **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State where the Services are performed (without giving effect to conflicts of law).

15.3 **ATTORNEY'S FEES AND COSTS:** In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's cost and expenses (including reasonable attorney's fees).

15.4 **EXTRAORDINARY CIRCUMSTANCES:** TDS shall not be liable for any failure to perform its obligations under this Agreement to the extent such failure is due to "Force Majeure". Force Majeure includes, but is not limited to, acts of God, strike, lockout or other interference with work, war, declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, network or other telecommunications failures, including suppliers, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses and any other cause whether of the kind specified above or otherwise which is not reasonably within the control of TDS.

15.5 **ENTIRE AGREEMENT:** This Agreement, and any executed Amendments, Addenda, and Statements of Work, together with any applicable tariffs, shall constitute the entire Agreement between Customer and TDS notwithstanding inconsistent or additional terms and conditions in Customer's purchase orders or other documents submitted to TDS. Any and all representations, promises, warranties or statements by TDS's agent(s) that differ in any way from the terms and conditions of this Agreement shall have no force or effect. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions and otherwise, this Agreement may be amended only by a written instrument executed by both parties.

15.6 **CUSTOMER REPRESENTATIONS:** Customer represents to TDS that Customer is the legal owner or tenant of the Premises, and that no other person has any rights in the Premises that conflict with TDS's rights under this Agreement. Customer shall not attach to or use, and shall not allow anyone else to attach to or use, the TDS equipment for any purpose without TDS's prior written consent. Customer shall use its best efforts to comply with all applicable theft of service laws. At TDS's request, Customer, or a representative designated by Customer, shall accompany TDS's employees or agents into any part of the Premises for the purpose of installing the TDS equipment. If Customer is not the owner of the premises, Customer represents that he/she has obtained all necessary permissions from the owner to enter into this Agreement. The Customer represents that the person signing this Agreement on behalf of the Customer is a duly authorized representative of the Customer and has the authority to execute this Agreement on the Customer's behalf.

15.7 **SEVERABILITY AND SURVIVAL OF TERMS:** Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining terms or conditions of the Agreement. The following provisions shall survive any termination or expiration of this Agreement: Disclaimer of Warranties (in Section 4), Limitation of Liability (Section 5) and the Miscellaneous provisions (Section 15).

15.8 **ASSIGNMENT:** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that TDS may assign this Agreement, or any of its rights or obligations hereunder in the event of any corporate reorganization, or to any subsidiary or affiliate, any purchaser of all or substantially all of the assets of TDS, or any entity with which or into which TDS may merge or consolidate, without the consent of Customer upon written notice to Customer.

15.9 **TAXES:** In addition to the payments required hereunder, Customer shall pay all sales, use, transfer and other taxes whether federal, state or local, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding, however, any income taxes on fees paid to TDS by Customer.

15.10 **WAIVER:** A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

15.11 **ELECTRONIC DOCUMENTS:** TDS hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. TDS may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

15.12 **NOTICES:** Any notice to be given by Customer to TDS under this Agreement shall be in writing and shall be delivered personally, sent postage prepaid by U.S. certified mail, or by facsimile with electronic confirmation to the local TDS office or to such other address as

TDS may designate in writing. Notice is considered received on the earlier of the day it was actually received or the day its delivery was refused.

If switching to TDS Long Distance, Customer is responsible for cancellation of current long distance carrier service.

Customer initials _____

If switching to TDS provided data service, Customer is responsible for cancellation of current data service.

Customer initials _____

Authorization:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

TDS

Customer Name

By:

Signature – Authorized Representative

By:

Signature – Authorized Representative

Print Name

Print Name

Title

Title

Date

Date



Telecommunications Service Agreement

Customer Information - Service Address

Ordered By / Title Matt Schuenke
 Business Name Village of Mcfarland
 Street 5915 Milwaukee St
 City, State, Zip McFaland WI 53558

Main Yellow Pages Heading Village of Mcfarland
 Phone: 608-838-3153
 Email: matt.schuenke@mcfarland.wi.us

managedIP Hosted Deployment Type (if applicable): Standard Managed

Multiple Locations: YES See Attached Additional Service Locations Addendum(s)

Billing Information

Same As Above

Bill to Company _____
 Address _____
 City, State, Zip _____

Billing Contact Name _____
 Phone _____

Quantity Ordered	Description of Services / Equipment	Term	Monthly Recurring Charge		Non-Recurring Charge	
			Unit	Total	Unit	Total
144	Mobility and Management	60 months	\$21.95	\$3,160.80		
1	500 MPS	60 months	\$800.00	\$800.00		
11	TDS TV for Business-Private	24 months	\$70.00	\$70.00		
1	Broadcast Retransmission Fee	mo-mo	\$12.80	\$12.80		
1	Wireless Setup-Top Box	mo-mo	\$8.00	\$8.00		
1	Managed Services - 24 Port Gigabit Switch	60 months	\$80.00	\$80.00		
6	Managed Services - 24 Port Gigabit Switch (Add)	60 months	\$40.00	\$240.00		
1	Auto Attendant	mo-mo	\$10.00	\$10.00		
15	Block of 10 DID Numbers	mo-mo	\$5.00	\$75.00		
10	Custom Call Routing	mo-mo	\$1.50	\$15.00		
144	Polycom VVX411				\$180.00	\$25,920.00
144	Polycom VVX411 phone PS Bundle discount				(\$179.99)	(\$25,918.56)
1	MIP Setup Fee				\$150.00	\$150.00
1	Service Order Charge				\$20.00	\$20.00
1	ManagedIP Installation Charge				\$750.00	\$750.00
1	ManagedIP Installation and Service Order Charge - Waived				(\$770.00)	(\$770.00)
1	TDS Installation Fee				\$49.95	\$49.95
1	TDS Installation Fee-Waived				(\$49.95)	(\$49.95)
1	PM volumn discount		(\$850.00)	(\$850.00)		

- managedIP Hosted, SIP, PRI and Essentials locations must have a **minimum of lines/stations**. If a location falls below the minimum requirement, the service will be canceled and cancellation charges will apply.
- FCC/911/USF/Federal and State taxes, Administrative Fee and Additional Directory Listing charges* apply and are not included in the Totals below. Local usage charges apply if applicable.
- If Customer chooses TDS as its long distance provider, TDS will block international calling unless specifically identified in the Description of Services/Equipment section of this Agreement.
- For managedIP Hosted (managed deployment) and managedIP Trunking, if Services ordered necessitate that TDS dispatches a technician to Customer's premise, Customer will be notified of the visit in advance. It is *required* that a Customer representative is on site when the technician arrives and that full access to the telecommunication's closet be provided. In addition, the Customer must ensure that prior to the installation visit, the site is ready with a rack, mounting board or shelf to house TDS equipment and that four unoccupied AC outlets are available within four feet of the equipment. If any of the foregoing conditions are not met, TDS may charge the Customer a \$250.00 fee.

Customer Initials: _____ **Date:** _____

***Total:** \$3,621.60

***Total:** \$151.44

Select TDS Company:

1. **Agreement.** This Telecommunications Service Agreement (“Agreement”) is between TDS Metrocom, LLC (“TDS”) with its principal office at 525 Junction Road Madison, WI 53717 and Village of McFarland with its office at 5915 Milwaukee St
2. McFarland WI 53558 (“Customer”).

The Customer hereby agrees to purchase from TDS and TDS agrees to sell the Services (“Services”) identified in this Agreement or any future Amendments agreed to by the parties pursuant to the terms and conditions set forth herein. Amendments are included herein by reference as integral parts of this Agreement. If Customer wishes to change the Services or add additional Services, Customer and TDS shall execute an Amendment describing such changes or additions. Unless specifically set forth on any Amendment, if the terms of any documents incorporated by reference are inconsistent with this Agreement, the terms of this Agreement will control. Customer agrees that the TDS Internet Services disclaimers, Internet Network Management, Privacy Policy, and Acceptable Use Policy [together referred to as the “TDS Internet Terms of Service”] as stated on www.tdsbusiness.com also apply to any Internet Services provided under this Agreement. The TDS Internet Terms of Service are included herein by reference as integral parts of this Agreement. Further, Customer also agrees to accept the TDS End User License Agreement (for email service) if Customer chooses to use TDS-provided email service. Customer acknowledges certain duties and obligations of TDS under this Agreement may be performed by certain affiliates of TDS.

2. Service Installation; Customer Requirements and Responsibilities. TDS shall only be responsible for bringing the lines ordered by Customer to the Customer designated demarcation point at Customer’s premises where TDS equipment terminates. In no event shall TDS be responsible for connecting, installing or wiring past the demarcation point. Customer agrees and acknowledges that it shall be Customer’s sole responsibility to provide and arrange for all necessary wiring and equipment required to extend dial tone including phone system programming and any other related wiring or work required to implement the Services. At the time of service installation and during maintenance and repair, Customer agrees to provide at no charge, access to any equipment, a telephone, right to make use of all existing poles, conduits, wiring and other facilities on the premises which Customer owns or controls (the “Premises”), a safe working environment and adequate storage space for a reasonable quantity of replacement parts, electrical power to operate the Services and adequate space in Customer’s Premises to house any equipment used in connection with provision of the Services, and shall take all other actions reasonably required for the performance of Services by TDS under this Agreement. Neither Customer nor the owner or any resident of the Premises shall have any right, title or interest in the equipment. The equipment shall always be owned by TDS and shall not be a fixture of the Premises. Upon the expiration or termination of this Agreement, or the expiration of TDS’s legal right to provide Service to the Premises, at TDS’ option, TDS may remove reasonably accessible equipment from the Premises within a reasonable time, or require Customer to return all TDS-owned equipment to TDS (as described in Section 11.1). If TDS installs wiring on the Premises, the following clause applies: Upon the expiration or termination of this Agreement, or the expiration of TDS’s legal right to provide Service to the Premises, at TDS’s option upon notice to Customer,: (i) TDS may remove the wiring from the Premises within a reasonable time; (ii) Customer shall purchase from TDS the wiring on the Premises at the fair market value for the full replacement of such wiring, including labor; or (iii) TDS may abandon the wiring in place. TDS is not responsible for any long distance charges associated with the use of dial-up Internet services. Customer is responsible for the security of all passwords, equipment or systems that allow access to the Services provided by TDS. Customer acknowledges that they are responsible for actions on their account performed by others who have acquired Customer’s passwords or access to Customer’s equipment or systems with or without Customer’s knowledge and Customer agrees to pay any charges that are incurred regardless of any claim the Customer may have against third parties based on unauthorized access to Customer’s passwords, equipment or systems. Customer is also responsible for providing to TDS accurate, specific address and location information for all TDS telephone numbers provided (including any and all changes to such information) so that 911 calls can be properly directed to the appropriate PSAP (public safety answering point). If Customer moves the location of its voice service without the approval of TDS, then 911 calls may not transmit any information, or may otherwise send incorrect address information and/or be directed to the incorrect emergency services provider, which may result in a delay or failure of emergency services being dispatched to Customer’s location.

3. Billing. Compensation to be paid by Customer to TDS for Services provided under this Agreement shall be established at the rate and terms provided in this Agreement and by local tariff, where applicable. The Customer agrees to pay TDS the contract amount committed to under this Agreement, as well as all applicable taxes and fees. All invoices are due within 30 days from date of invoice. If allowed under applicable tariff, a late charge of 1.5% per month, or the highest permissible amount chargeable by law, whichever is less, may be charged on any unpaid balance owed to TDS which remains unpaid for 30 days or more after the date of the invoice. With regard to any video services provided hereunder, TDS may adjust the video base rate once in each calendar year. Notwithstanding the above, TDS may also periodically adjust rates due to increases in programming, copyright, and retransmission costs. The video base rate is exclusive of taxes and external fees including, but not limited to, franchise and other governmental fees. In addition to the above, in the event that any action taken by any legislative, judicial or regulatory body, or any underlying services provider that TDS utilizes to deliver the Services, directly or indirectly causes a reduction in revenue or an increase in expenses with respect to the provision of the Services, TDS shall have the right to increase the amount of Recurring Charges set forth in this Agreement upon 30 days notice. Customer shall have the right to terminate this Agreement within 30 days of notice of the change in such Recurring Charges. Customer agrees that any unlimited service is being provided based on reasonable usage, and that use of the service for auto dialers, long distance dialup access to the Internet or other information services, call centers, certain switching applications or other high volume calling applications is not permitted and will entitle TDS to terminate the Service upon written notice of the violation. TDS reserves the right to monitor Customer’s usage to determine compliance with these limitations. Bundled prices represented on this Agreement may be billed separately on Customer’s bill. The separate pricing may not be used with any other product or bundled products. It is the Customer’s responsibility to review the monthly invoices for accurate representation of charges. Disputes concerning the accuracy of any invoice that has been paid must be brought in writing within three (3) months of the due date of the invoice.

4. Warranty. TDS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT WITH RESPECT TO THE FOREGOING WARRANTY, TDS IS PROVIDING ALL SERVICES TO THE CUSTOMER “AS IS”

AND TDS MAKES NO WARRANTY AS TO THE CONTINUOUS OPERATION OF THE SERVICE OR ANY SPECIFIC FEATURE OF THE SERVICE. ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE ARE DISCLAIMED. TDS DOES NOT WARRANT THAT THE SERVICES OR RELATED PRODUCTS WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM. CONNECTIONS (SYNC-RATES) ARE RATE ADAPTIVE AND MAY BE LOWER DUE TO THE LENGTH AND CONDITION OF THE LINE. ACTUAL THROUGHPUT MAY BE LOWER DUE TO INTERNET CONGESTION, NETWORK UTILIZATION, PROTOCOL OVERHEADS OR OTHER FACTORS, WHICH CAN NOT BE CONTROLLED BY TDS. IN THE EVENT OF A POWER OUTAGE AT CUSTOMER'S LOCATION OR IF CUSTOMER'S BROADBAND SERVICE IS DOWN, SERVICES THAT ARE NOT LINE-POWERED (SUCH AS managedIP) WILL NOT OPERATE AND CUSTOMER WILL NOT HAVE ACCESS TO EMERGENCY SERVICES SUCH AS 911.

5. Limitation of Liability. TDS SHALL NOT BE LIABLE IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE SERVICE, LOSS OF DATA, CUSTOMER'S INABILITY TO USE THE SERVICE, INTERRUPTIONS OR CLAIMS BY THIRD PARTIES. THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR DISPUTES RELATED TO THE ACCURACY OF INVOICES, THE MAXIMUM CREDIT OR REFUND A CUSTOMER MAY RECEIVE SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TDS OVER THE MOST RECENT THREE (3) MONTH PERIOD FOR THE SPECIFIC SERVICES IN DISPUTE; FOR ALL OTHER CLAIMS TDS LIMITS LIABILITY RELATED TO THE PROVISION OF SERVICES TO THE AMOUNT PAID BY CUSTOMER IN THE PREVIOUS TWELVE (12) MONTHS FOR SERVICES GIVING RISE TO, OR WHICH ARE THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, OR TORTIOUS CONDUCT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR ANY OTHER THEORY. TDS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR ANY OMISSION OR ERROR WITH RESPECT TO CUSTOMER'S TELEPHONE DIRECTORY LISTINGS.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE PROVISION OF SERVICES OR ITS PERFORMANCE MAY BE BROUGHT BY CUSTOMER MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

6. Insecurity of the Internet. CONNECTION TO THE INTERNET CREATES INSECURITY. Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. Our ability to provide our services depends in part on the reliability of the Internet and the networks of our partners, and our services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Customer must provide adequate information security for their own networks by using appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software. Availability of Internet service varies and speeds advertised may not be available at all service addresses. Certain speeds are only offered in areas served by TDS Fiber. Actual speeds experienced by customers vary and are not guaranteed. Speed ranges advertised are expressed as "up to" to represent network capabilities between customer location and the TDS network. Speeds vary due to factors, including but not limited to: distance from switching locations, network equipment, delivery technology, external/internal network conditions and video stream utilization.

7. Default. An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) the Customer does not pay when due any invoice; (b) the Customer ceases doing business as a going concern; (c) the Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) the Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or the Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (e) the Customer shall default in the performance of any of its obligations to TDS or any assignee arising under this Agreement, or any other agreement between the Customer and TDS, and such default is not cured within 30 days of TDS providing notice of same, unless prohibited by relevant federal, state or local law.

8. Remedies. Upon the occurrence of an Event of Default, unless prohibited by relevant federal, state or local law, TDS may, at its option and without notice or demand, exercise all or any one or more of the following remedies: (a) declare immediately due and payable all invoices and all other sums due, including termination charges, or to become due hereunder or under any other agreement between the Customer and TDS; (b) terminate all of its obligations arising under this Agreement, and any other agreement between Customer and TDS; (c) enter the premises where any of TDS' equipment is located and repossess all or any part of the equipment; (d) offset any amounts due TDS under this Agreement against any amounts TDS or any of its affiliates owes the Customer (or the Customer's affiliates) under any other agreement; or (e) exercise all other legal and equitable remedies which TDS may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law.

9. Interruption of Services. For any interruption of Service that is not due to negligence or non-compliance with any term or condition of this Agreement by Customer or the failure of operation or malfunction of facilities, power or equipment provided by the Customer, Customer will be entitled to a credit against the monthly Recurring Charge for such Service. Service will be deemed to be interrupted from the time TDS receives notice from Customer that the Service is not working until the time the Service is working. Unless provided otherwise by law or tariff, credits shall be calculated on the basis of a 30-day month and shall be credited upon Customer request against the monthly Recurring Charge for such Service as follows:

- First 30 minutes: none
- 30 minutes to 3 hours: 1/10 day

- Each additional 3 hour period (or fraction thereof): 1/5 day

If the duration of the outage is more than 24 hours, then the credit shall be the daily pro-rated amount of the Customer's monthly Recurring Charge for the applicable Service for each day thereafter, in an aggregate amount not to exceed the monthly Recurring Charge for such Service. Credits under this provision shall be the Customer's sole remedy and TDS' sole liability for any Service outage.

10. Support. The following outlines TDS support boundaries and procedures for TDS Internet connectivity and access.

- 10.1 Warranty. Internet access equipment and/or Polycom® telephone sets purchased or leased from TDS is fully supported per the manufacturer's warranty period (individual manufacturer's warranties vary; check specific manufacturer for the warranty period). Extended warranty support programs may be available through TDS. Equipment leased or purchased from third party vendors, including vendors recommended by TDS, are **not** supported by TDS.
- 10.2 Boundaries.
- 10.2.1 Purchased Equipment from TDS – The boundary is the Ethernet port on the router. Please note that the inside wiring between the Network Interface Device (NID) and the equipment is not supported.
- 10.2.2 Customer Provided Equipment – The boundary is the Network Interface Device (NID). When TDS is able to verify circuit integrity the support boundary is met.
- 10.2.3 NOTE: Firewalls, Virtual Private Networks (VPN) and network management are beyond the support boundaries provided by TDS for dedicated Internet services.
- 10.3 Activation.
- 10.3.1 Equipment Purchased from TDS – Customer is responsible for the configuration of equipment purchased from TDS.
- 10.3.2 Customer Provided Equipment – Configuration and installation of equipment not purchased or leased from TDS is the Customer's responsibility. TDS will provide the Customer with a list of relevant IP addresses for use in the configuration of the Customer's equipment. However, it is the Customer's responsibility to configure the equipment.
- 10.3.3 Limits – Activation is limited according to the boundaries listed in section 10.3.1 and 10.3.2 above.
- 10.4 Help Desk. Technical support is available **only through the TDS Help Desk.**
- 10.5 Unsupported Routers. Routers not purchased through TDS are unsupported. **TDS will not provide support services for unsupported routers.**

11. Term and Termination.

- 11.1 TDS will provide Customer with the Services pursuant to the rates, terms and conditions specified herein, commencing on the latter of the requested service date or the day following the date in which TDS notifies Customer that the Service is ready for use ("Service Commencement Date"). At the expiration of any Service Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis until canceled by either party on 30 days written notice; provided, however that the charges for the Service during any renewal period shall be at the then-current monthly rate charged by TDS for such Service. Unless specifically exempted, Services shall be subject to all general regulations applicable to the provision of Service and rates charged for such Service by TDS and stated in its general tariff including late payment charges, termination charges, and related expenses. Upon any termination of the Services herein, unless otherwise directed by TDS in writing, Customer shall return all TDS-owned equipment in good working condition to TDS, or Customer will be responsible for the full cost of the equipment. Customer is responsible for any damage to equipment provided by TDS.
- 11.2 Customers who terminate Service prior to the expiration of the applicable Service Term shall be liable for the repayment of any promotional credits, discounts or fee waivers including but not limited to installation fee waivers and for reimbursement of any special construction or non-recurring charges for Services or related facilities requested by Customer. Unless otherwise set forth under applicable tariff, if Customer terminates Service prior to expiration of the applicable Service Term, Customer shall also pay an early termination fee equal to: (a) the difference between the amount billed Customer under this Agreement for the Services up to the date of termination, and the amount that would have been billed had the Customer been billed at the rate applicable under an agreement which had a term equal to the term between the effective date of this Agreement and the termination date; plus (b) the full purchase price of any equipment as shown above, minus the amounts already paid on a per month basis up to the date of termination. In addition, specifically with regard to Call Recording Services, Customer shall pay an early termination fee equal to 50% of the contracted monthly recurring charges for such Call Recording Services for each month remaining on the initial term. If there is a partial cancellation, any volume discounts going forward will be applied based only on the remaining volume. Either party may cancel this Agreement without liability in the event TDS is prohibited from providing Service or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency, or other body of competent jurisdiction. Termination charges will not apply if the Customer replaces the Service with a new contract with a term equal to or greater than the original term with a minimum commitment equal to at least 75% of the original commitment level under this Agreement. Each Service designation is deemed a separate service and cancellation of any single service shall not affect the other services ordered by Customer in this Agreement. Customer agrees that the foregoing early termination fees are fair and reasonable and that TDS's provision of the Services would not be commercially viable but for these Customer commitments.
- 11.3 This Agreement shall remain effective until terminated in accordance with the provisions set forth herein.

12. Subsequent Additions/Deletions. For each new product or service added to this Agreement after a 60-day grace period, installation charges will apply. Installation charges for advanced business products will be quoted at the time of request on an individual case basis. Subsequent feature deletions, after a 60-day grace period, will be assessed a service order charge per account. Any preferred customer

discounts, volume discounts or promotional discounts are subject to change if Customer deletes services from the original service agreement. Any adjustments in special discounts will be quoted at the time of the request on an individual case basis.

13. Special Construction. Where facilities are not available or if equipment, new facilities or changes to existing facilities are required for the provision of additional Services, a special construction charge will apply in addition to the monthly service charge. Customer may be required to pay additional charges or to contract for Services beyond the normal service term, or both.

14. Insurance. Each party shall maintain Commercial Workers' Compensation Insurance as required by law and Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence covering personal injury and property damage.

15. MISCELLANEOUS.

15.1 **CONFIDENTIALITY:** The parties will hold the pricing and other non-public terms and conditions of this Agreement in confidence, and will not reveal the same to any person or entity except: with the written consent of the other party; to the extent necessary to comply with the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party and shall seek confidential treatment of such information); as part of either party's standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; or in order to enforce its rights pursuant to this Agreement.

15.2 **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State where the Services are performed (without giving effect to conflicts of law).

15.3 **ATTORNEY'S FEES AND COSTS:** In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's cost and expenses (including reasonable attorney's fees).

15.4 **EXTRAORDINARY CIRCUMSTANCES:** TDS shall not be liable for any failure to perform its obligations under this Agreement to the extent such failure is due to "Force Majeure". Force Majeure includes, but is not limited to, acts of God, strike, lockout or other interference with work, war, declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, network or other telecommunications failures, including suppliers, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses and any other cause whether of the kind specified above or otherwise which is not reasonably within the control of TDS.

15.5 **ENTIRE AGREEMENT:** This Agreement, and any executed Amendments, Addenda, and Statements of Work, together with any applicable tariffs, shall constitute the entire Agreement between Customer and TDS notwithstanding inconsistent or additional terms and conditions in Customer's purchase orders or other documents submitted to TDS. Any and all representations, promises, warranties or statements by TDS's agent(s) that differ in any way from the terms and conditions of this Agreement shall have no force or effect. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions and otherwise, this Agreement may be amended only by a written instrument executed by both parties.

15.6 **CUSTOMER REPRESENTATIONS:** Customer represents to TDS that Customer is the legal owner or tenant of the Premises, and that no other person has any rights in the Premises that conflict with TDS's rights under this Agreement. Customer shall not attach to or use, and shall not allow anyone else to attach to or use, the TDS equipment for any purpose without TDS's prior written consent. Customer shall use its best efforts to comply with all applicable theft of service laws. At TDS's request, Customer, or a representative designated by Customer, shall accompany TDS's employees or agents into any part of the Premises for the purpose of installing the TDS equipment. If Customer is not the owner of the premises, Customer represents that he/she has obtained all necessary permissions from the owner to enter into this Agreement. The Customer represents that the person signing this Agreement on behalf of the Customer is a duly authorized representative of the Customer and has the authority to execute this Agreement on the Customer's behalf.

15.7 **SEVERABILITY AND SURVIVAL OF TERMS:** Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining terms or conditions of the Agreement. The following provisions shall survive any termination or expiration of this Agreement: Disclaimer of Warranties (in Section 4), Limitation of Liability (Section 5) and the Miscellaneous provisions (Section 15).

15.8 **ASSIGNMENT:** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that TDS may assign this Agreement, or any of its rights or obligations hereunder in the event of any corporate reorganization, or to any subsidiary or affiliate, any purchaser of all or substantially all of the assets of TDS, or any entity with which or into which TDS may merge or consolidate, without the consent of Customer upon written notice to Customer.

15.9 **TAXES:** In addition to the payments required hereunder, Customer shall pay all sales, use, transfer and other taxes whether federal, state or local, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding, however, any income taxes on fees paid to TDS by Customer.

15.10 **WAIVER:** A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

15.11 **ELECTRONIC DOCUMENTS:** TDS hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. TDS may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

15.12 **NOTICES:** Any notice to be given by Customer to TDS under this Agreement shall be in writing and shall be delivered personally, sent postage prepaid by U.S. certified mail, or by facsimile with electronic confirmation to the local TDS office or to such other address as

TDS may designate in writing. Notice is considered received on the earlier of the day it was actually received or the day its delivery was refused.

If switching to TDS Long Distance, Customer is responsible for cancellation of current long distance carrier service.

Customer initials _____

If switching to TDS provided data service, Customer is responsible for cancellation of current data service.

Customer initials _____

Authorization:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

TDS

Customer Name

By:

Signature – Authorized Representative

By:

Signature – Authorized Representative

Print Name

Print Name

Title

Title

Date

Date



Telecommunications Service Agreement

Customer Information - Service Address

Ordered By / Title Matt Schuenke
 Business Name Village of McFarland
 Street 5915 Milwaukee St
 City, State, Zip McFarland WI 53558

Main Yellow Pages Heading Village Government
 Phone: 608-838-3153
 Email: matt.schuenke@mcfarland.wi.us

managedIP Hosted Deployment Type (if applicable): Standard Managed

Multiple Locations: YES See Attached Additional Service Locations Addendum(s)

Billing Information

Same As Above

Bill to Company _____
 Address _____
 City, State, Zip _____

Billing Contact Name _____
 Phone _____

Quantity Ordered	Description of Services / Equipment	Term	Monthly Recurring Charge		Non-Recurring Charge	
			Unit	Total	Unit	Total
144	Mobility and Management	60 months	\$21.95	\$3,160.80		
1	500 MPS	60 months	\$800.00	\$800.00		
1	TDS TV for Business-Private	24 months	\$70.00	\$70.00		
1	Broadcast Retransmission Fee	mo-mo	\$12.80	\$12.80		
1	Wireless Setup-Top Box	mo-mo	\$8.00	\$8.00		
1	Managed Services - 24 Port Gigabit Switch	60 months	\$80.00	\$80.00		
6	Managed Services - 24 Port Gigabit Switch (Add)	60 months	\$40.00	\$240.00		
1	Auto Attendant	mo-mo	\$10.00	\$10.00		
15	Block of 10 DID Numbers	mo-mo	\$5.00	\$75.00		
10	Custom Call Routing	mo-mo	\$1.50	\$15.00		
144	Polycom VVX411				\$180.00	\$25,920.00
144	Polycom VVX411 phone PS Bundle discount				(\$179.99)	(\$25,918.56)
1	MIP Setup Fee				\$150.00	\$150.00
1	Service Order Charge				\$20.00	\$20.00
1	ManagedIP Installation Charge				\$750.00	\$750.00
1	ManagedIP Installation and Service Order Charge - Waived				(\$770.00)	(\$770.00)
1	TDS Installation Fee				\$49.95	\$49.95
1	TDS Installation Fee-Waived				(\$49.95)	(\$49.95)
1	PM volume discount		(\$850.00)	(\$850.00)		

- managedIP Hosted, SIP, PRI and Essentials locations must have a **minimum of 4 lines/stations**. If a location falls below the minimum requirement, the service will be canceled and cancellation charges will apply.
- FCC/911/USF/Federal and State taxes, Administrative Fee and Additional Directory Listing charges* apply and are not included in the Totals below. Local usage charges apply if applicable.
- If Customer chooses TDS as its long distance provider, TDS will block international calling unless specifically identified in the Description of Services/Equipment section of this Agreement.
- For managedIP Hosted (managed deployment) and managedIP Trunking, if Services ordered necessitate that TDS dispatches a technician to Customer's premise, Customer will be notified of the visit in advance. It is *required* that a Customer representative is on site when the technician arrives and that full access to the telecommunication's closet be provided. In addition, the Customer must ensure that prior to the installation visit, the site is ready with a rack, mounting board or shelf to house TDS equipment and that four unoccupied AC outlets are available within four feet of the equipment. If any of the foregoing conditions are not met, TDS may charge the Customer a \$250.00 fee.

Quantity Ordered	Description of Services / Equipment	Term	Monthly Recurring Charge		Non-Recurring Charge	
			Unit	Total	Unit	Total
Customer Initials: _____ Date: _____			*Total:	<u>\$3,621.60</u>	*Total:	<u>\$151.44</u>

Select TDS Company:

TDS Metrocom, LLC

1. **Agreement.** This Telecommunications Service Agreement (“Agreement”) is between TDS Metrocom, LLC (“TDS”) with its principal office at 525 Junction Road Madison, WI 53717 and Village of McFarland with its office at 5915 Milwaukee St
2. McFarland WI 53558 (“Customer”).

The Customer hereby agrees to purchase from TDS and TDS agrees to sell the Services (“Services”) identified in this Agreement or any future Amendments agreed to by the parties pursuant to the terms and conditions set forth herein. Amendments are included herein by reference as integral parts of this Agreement. If Customer wishes to change the Services or add additional Services, Customer and TDS shall execute an Amendment describing such changes or additions. Unless specifically set forth on any Amendment, if the terms of any documents incorporated by reference are inconsistent with this Agreement, the terms of this Agreement will control. Customer agrees that the TDS Internet Services disclaimers, Internet Network Management, Privacy Policy, and Acceptable Use Policy [together referred to as the “TDS Internet Terms of Service”] as stated on www.tdsbusiness.com also apply to any Internet Services provided under this Agreement. The TDS Internet Terms of Service are included herein by reference as integral parts of this Agreement. Further, Customer also agrees to accept the TDS End User License Agreement (for email service) if Customer chooses to use TDS-provided email service. Customer acknowledges certain duties and obligations of TDS under this Agreement may be performed by certain affiliates of TDS.

2. Service Installation; Customer Requirements and Responsibilities. TDS shall only be responsible for bringing the lines ordered by Customer to the Customer designated demarcation point at Customer’s premises where TDS equipment terminates. In no event shall TDS be responsible for connecting, installing or wiring past the demarcation point. Customer agrees and acknowledges that it shall be Customer’s sole responsibility to provide and arrange for all necessary wiring and equipment required to extend dial tone including phone system programming and any other related wiring or work required to implement the Services. At the time of service installation and during maintenance and repair, Customer agrees to provide at no charge, access to any equipment, a telephone, right to make use of all existing poles, conduits, wiring and other facilities on the premises which Customer owns or controls (the “Premises”), a safe working environment and adequate storage space for a reasonable quantity of replacement parts, electrical power to operate the Services and adequate space in Customer’s Premises to house any equipment used in connection with provision of the Services, and shall take all other actions reasonably required for the performance of Services by TDS under this Agreement. Neither Customer nor the owner or any resident of the Premises shall have any right, title or interest in the equipment. The equipment shall always be owned by TDS and shall not be a fixture of the Premises. Upon the expiration or termination of this Agreement, or the expiration of TDS’s legal right to provide Service to the Premises, at TDS’ option, TDS may remove reasonably accessible equipment from the Premises within a reasonable time, or require Customer to return all TDS-owned equipment to TDS (as described in Section 11.1). If TDS installs wiring on the Premises, the following clause applies: Upon the expiration or termination of this Agreement, or the expiration of TDS’s legal right to provide Service to the Premises, at TDS’s option upon notice to Customer,: (i) TDS may remove the wiring from the Premises within a reasonable time; (ii) Customer shall purchase from TDS the wiring on the Premises at the fair market value for the full replacement of such wiring, including labor; or (iii) TDS may abandon the wiring in place. TDS is not responsible for any long distance charges associated with the use of dial-up Internet services. Customer is responsible for the security of all passwords, equipment or systems that allow access to the Services provided by TDS. Customer acknowledges that they are responsible for actions on their account performed by others who have acquired Customer’s passwords or access to Customer’s equipment or systems with or without Customer’s knowledge and Customer agrees to pay any charges that are incurred regardless of any claim the Customer may have against third parties based on unauthorized access to Customer’s passwords, equipment or systems. Customer is also responsible for providing to TDS accurate, specific address and location information for all TDS telephone numbers provided (including any and all changes to such information) so that 911 calls can be properly directed to the appropriate PSAP (public safety answering point). If Customer moves the location of its voice service without the approval of TDS, then 911 calls may not transmit any information, or may otherwise send incorrect address information and/or be directed to the incorrect emergency services provider, which may result in a delay or failure of emergency services being dispatched to Customer’s location.

3. Billing. Compensation to be paid by Customer to TDS for Services provided under this Agreement shall be established at the rate and terms provided in this Agreement and by local tariff, where applicable. The Customer agrees to pay TDS the contract amount committed to under this Agreement, as well as all applicable taxes and fees. All invoices are due within 30 days from date of invoice. If allowed under applicable tariff, a late charge of 1.5% per month, or the highest permissible amount chargeable by law, whichever is less, may be charged on any unpaid balance owed to TDS which remains unpaid for 30 days or more after the date of the invoice. With regard to any video services provided hereunder, TDS may adjust the video base rate once in each calendar year. Notwithstanding the above, TDS may also periodically adjust rates due to increases in programming, copyright, and retransmission costs. The video base rate is exclusive of taxes and external fees including, but not limited to, franchise and other governmental fees. In addition to the above, in the event that any action taken by any legislative, judicial or regulatory body, or any underlying services provider that TDS utilizes to deliver the Services, directly or indirectly causes a reduction in revenue or an increase in expenses with respect to the provision of the Services, TDS shall have the right to increase the amount of Recurring Charges set forth in this Agreement upon 30 days notice. Customer shall have the right to terminate this Agreement within 30 days of notice of the change in such Recurring Charges. Customer agrees that any unlimited service is being provided based on reasonable usage, and that use of the service for auto dialers, long distance dialup access to the Internet or other information services, call centers, certain switching applications or other high volume calling applications is not permitted and will entitle TDS to terminate the Service upon written notice of the violation. TDS reserves the right to monitor Customer’s usage to determine compliance with these limitations. Bundled prices represented on this Agreement may be billed separately on Customer’s bill. The separate pricing may not be used with any other product or bundled products. It is the Customer’s responsibility to review the monthly invoices for accurate representation of charges. Disputes concerning the accuracy of any invoice that has been paid must be brought in writing within three (3) months of the due date of the invoice.

4. Warranty. TDS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT WITH RESPECT TO THE FOREGOING WARRANTY, TDS IS PROVIDING ALL SERVICES TO THE CUSTOMER “AS IS”

AND TDS MAKES NO WARRANTY AS TO THE CONTINUOUS OPERATION OF THE SERVICE OR ANY SPECIFIC FEATURE OF THE SERVICE. ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE ARE DISCLAIMED. TDS DOES NOT WARRANT THAT THE SERVICES OR RELATED PRODUCTS WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM. CONNECTIONS (SYNC-RATES) ARE RATE ADAPTIVE AND MAY BE LOWER DUE TO THE LENGTH AND CONDITION OF THE LINE. ACTUAL THROUGHPUT MAY BE LOWER DUE TO INTERNET CONGESTION, NETWORK UTILIZATION, PROTOCOL OVERHEADS OR OTHER FACTORS, WHICH CAN NOT BE CONTROLLED BY TDS. IN THE EVENT OF A POWER OUTAGE AT CUSTOMER'S LOCATION OR IF CUSTOMER'S BROADBAND SERVICE IS DOWN, SERVICES THAT ARE NOT LINE-POWERED (SUCH AS managedIP) WILL NOT OPERATE AND CUSTOMER WILL NOT HAVE ACCESS TO EMERGENCY SERVICES SUCH AS 911.

5. Limitation of Liability. TDS SHALL NOT BE LIABLE IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE SERVICE, LOSS OF DATA, CUSTOMER'S INABILITY TO USE THE SERVICE, INTERRUPTIONS OR CLAIMS BY THIRD PARTIES. THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR DISPUTES RELATED TO THE ACCURACY OF INVOICES, THE MAXIMUM CREDIT OR REFUND A CUSTOMER MAY RECEIVE SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TDS OVER THE MOST RECENT THREE (3) MONTH PERIOD FOR THE SPECIFIC SERVICES IN DISPUTE; FOR ALL OTHER CLAIMS TDS LIMITS LIABILITY RELATED TO THE PROVISION OF SERVICES TO THE AMOUNT PAID BY CUSTOMER IN THE PREVIOUS TWELVE (12) MONTHS FOR SERVICES GIVING RISE TO, OR WHICH ARE THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, OR TORTIOUS CONDUCT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR ANY OTHER THEORY. TDS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR ANY OMISSION OR ERROR WITH RESPECT TO CUSTOMER'S TELEPHONE DIRECTORY LISTINGS.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE PROVISION OF SERVICES OR ITS PERFORMANCE MAY BE BROUGHT BY CUSTOMER MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

6. Insecurity of the Internet. CONNECTION TO THE INTERNET CREATES INSECURITY. Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. Our ability to provide our services depends in part on the reliability of the Internet and the networks of our partners, and our services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Customer must provide adequate information security for their own networks by using appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software. Availability of Internet service varies and speeds advertised may not be available at all service addresses. Certain speeds are only offered in areas served by TDS Fiber. Actual speeds experienced by customers vary and are not guaranteed. Speed ranges advertised are expressed as "up to" to represent network capabilities between customer location and the TDS network. Speeds vary due to factors, including but not limited to: distance from switching locations, network equipment, delivery technology, external/internal network conditions and video stream utilization.

7. Default. An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) the Customer does not pay when due any invoice; (b) the Customer ceases doing business as a going concern; (c) the Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) the Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or the Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (e) the Customer shall default in the performance of any of its obligations to TDS or any assignee arising under this Agreement, or any other agreement between the Customer and TDS, and such default is not cured within 30 days of TDS providing notice of same, unless prohibited by relevant federal, state or local law.

8. Remedies. Upon the occurrence of an Event of Default, unless prohibited by relevant federal, state or local law, TDS may, at its option and without notice or demand, exercise all or any one or more of the following remedies: (a) declare immediately due and payable all invoices and all other sums due, including termination charges, or to become due hereunder or under any other agreement between the Customer and TDS; (b) terminate all of its obligations arising under this Agreement, and any other agreement between Customer and TDS; (c) enter the premises where any of TDS' equipment is located and repossess all or any part of the equipment; (d) offset any amounts due TDS under this Agreement against any amounts TDS or any of its affiliates owes the Customer (or the Customer's affiliates) under any other agreement; or (e) exercise all other legal and equitable remedies which TDS may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law.

9. Interruption of Services. For any interruption of Service that is not due to negligence or non-compliance with any term or condition of this Agreement by Customer or the failure of operation or malfunction of facilities, power or equipment provided by the Customer, Customer will be entitled to a credit against the monthly Recurring Charge for such Service. Service will be deemed to be interrupted from the time TDS receives notice from Customer that the Service is not working until the time the Service is working. Unless provided otherwise by law or tariff, credits shall be calculated on the basis of a 30-day month and shall be credited upon Customer request against the monthly Recurring Charge for such Service as follows:

- First 30 minutes: none
- 30 minutes to 3 hours: 1/10 day
- Each additional 3 hour period (or fraction thereof): 1/5 day

If the duration of the outage is more than 24 hours, then the credit shall be the daily pro-rated amount of the Customer's monthly Recurring Charge for the applicable Service for each day thereafter, in an aggregate amount not to exceed the monthly Recurring Charge for such Service. Credits under this provision shall be the Customer's sole remedy and TDS' sole liability for any Service outage.

10. Support. The following outlines TDS support boundaries and procedures for TDS Internet connectivity and access.

- 10.1 Warranty. Internet access equipment and/or Polycom® telephone sets purchased or leased from TDS is fully supported per the manufacturer's warranty period (individual manufacturer's warranties vary; check specific manufacturer for the warranty period). Extended warranty support programs may be available through TDS. Equipment leased or purchased from third party vendors, including vendors recommended by TDS, are **not** supported by TDS.
- 10.2 Boundaries.
- 10.2.1 Purchased Equipment from TDS – The boundary is the Ethernet port on the router. Please note that the inside wiring between the Network Interface Device (NID) and the equipment is not supported.
- 10.2.2 Customer Provided Equipment – The boundary is the Network Interface Device (NID). When TDS is able to verify circuit integrity the support boundary is met.
- 10.2.3 NOTE: Firewalls, Virtual Private Networks (VPN) and network management are beyond the support boundaries provided by TDS for dedicated Internet services.
- 10.3 Activation.
- 10.3.1 Equipment Purchased from TDS – Customer is responsible for the configuration of equipment purchased from TDS.
- 10.3.2 Customer Provided Equipment – Configuration and installation of equipment not purchased or leased from TDS is the Customer's responsibility. TDS will provide the Customer with a list of relevant IP addresses for use in the configuration of the Customer's equipment. However, it is the Customer's responsibility to configure the equipment.
- 10.3.3 Limits – Activation is limited according to the boundaries listed in section 10.3.1 and 10.3.2 above.
- 10.4 Help Desk. Technical support is available **only through the TDS Help Desk.**
- 10.5 Unsupported Routers. Routers not purchased through TDS are unsupported. **TDS will not provide support services for unsupported routers.**

11. Term and Termination.

- 11.1 TDS will provide Customer with the Services pursuant to the rates, terms and conditions specified herein, commencing on the latter of the requested service date or the day following the date in which TDS notifies Customer that the Service is ready for use ("Service Commencement Date"). At the expiration of any Service Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis until canceled by either party on 30 days written notice; provided, however that the charges for the Service during any renewal period shall be at the then-current monthly rate charged by TDS for such Service. Unless specifically exempted, Services shall be subject to all general regulations applicable to the provision of Service and rates charged for such Service by TDS and stated in its general tariff including late payment charges, termination charges, and related expenses. Upon any termination of the Services herein, unless otherwise directed by TDS in writing, Customer shall return all TDS-owned equipment in good working condition to TDS, or Customer will be responsible for the full cost of the equipment. Customer is responsible for any damage to equipment provided by TDS.
- 11.2 Customers who terminate Service prior to the expiration of the applicable Service Term shall be liable for the repayment of any promotional credits, discounts or fee waivers including but not limited to installation fee waivers and for reimbursement of any special construction or non-recurring charges for Services or related facilities requested by Customer. Unless otherwise set forth under applicable tariff, if Customer terminates Service prior to expiration of the applicable Service Term, Customer shall also pay an early termination fee equal to: (a) the difference between the amount billed Customer under this Agreement for the Services up to the date of termination, and the amount that would have been billed had the Customer been billed at the rate applicable under an agreement which had a term equal to the term between the effective date of this Agreement and the termination date; plus (b) the full purchase price of any equipment as shown above, minus the amounts already paid on a per month basis up to the date of termination. In addition, specifically with regard to Call Recording Services, Customer shall pay an early termination fee equal to 50% of the contracted monthly recurring charges for such Call Recording Services for each month remaining on the initial term. If there is a partial cancellation, any volume discounts going forward will be applied based only on the remaining volume. Either party may cancel this Agreement without liability in the event TDS is prohibited from providing Service or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency, or other body of competent jurisdiction. Termination charges will not apply if the Customer replaces the Service with a new contract with a term equal to or greater than the original term with a minimum commitment equal to at least 75% of the original commitment level under this Agreement. Each Service designation is deemed a separate service and cancellation of any single service shall not affect the other services ordered by Customer in this Agreement. Customer agrees that the foregoing early termination fees are fair and reasonable and that TDS's provision of the Services would not be commercially viable but for these Customer commitments.
- 11.3 This Agreement shall remain effective until terminated in accordance with the provisions set forth herein.

12. Subsequent Additions/Deletions. For each new product or service added to this Agreement after a 60-day grace period, installation charges will apply. Installation charges for advanced business products will be quoted at the time of request on an individual case basis.

Subsequent feature deletions, after a 60-day grace period, will be assessed a service order charge per account. Any preferred customer discounts, volume discounts or promotional discounts are subject to change if Customer deletes services from the original service agreement. Any adjustments in special discounts will be quoted at the time of the request on an individual case basis.

13. Special Construction. Where facilities are not available or if equipment, new facilities or changes to existing facilities are required for the provision of additional Services, a special construction charge will apply in addition to the monthly service charge. Customer may be required to pay additional charges or to contract for Services beyond the normal service term, or both.

14. Insurance. Each party shall maintain Commercial Workers' Compensation Insurance as required by law and Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence covering personal injury and property damage.

15. MISCELLANEOUS.

15.1 **CONFIDENTIALITY:** The parties will hold the pricing and other non-public terms and conditions of this Agreement in confidence, and will not reveal the same to any person or entity except: with the written consent of the other party; to the extent necessary to comply with the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party and shall seek confidential treatment of such information); as part of either party's standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; or in order to enforce its rights pursuant to this Agreement.

15.2 **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State where the Services are performed (without giving effect to conflicts of law).

15.3 **ATTORNEY'S FEES AND COSTS:** In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's cost and expenses (including reasonable attorney's fees).

15.4 **EXTRAORDINARY CIRCUMSTANCES:** TDS shall not be liable for any failure to perform its obligations under this Agreement to the extent such failure is due to "Force Majeure". Force Majeure includes, but is not limited to, acts of God, strike, lockout or other interference with work, war, declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, network or other telecommunications failures, including suppliers, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses and any other cause whether of the kind specified above or otherwise which is not reasonably within the control of TDS.

15.5 **ENTIRE AGREEMENT:** This Agreement, and any executed Amendments, Addenda, and Statements of Work, together with any applicable tariffs, shall constitute the entire Agreement between Customer and TDS notwithstanding inconsistent or additional terms and conditions in Customer's purchase orders or other documents submitted to TDS. Any and all representations, promises, warranties or statements by TDS's agent(s) that differ in any way from the terms and conditions of this Agreement shall have no force or effect. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions and otherwise, this Agreement may be amended only by a written instrument executed by both parties.

15.6 **CUSTOMER REPRESENTATIONS:** Customer represents to TDS that Customer is the legal owner or tenant of the Premises, and that no other person has any rights in the Premises that conflict with TDS's rights under this Agreement. Customer shall not attach to or use, and shall not allow anyone else to attach to or use, the TDS equipment for any purpose without TDS's prior written consent. Customer shall use its best efforts to comply with all applicable theft of service laws. At TDS's request, Customer, or a representative designated by Customer, shall accompany TDS's employees or agents into any part of the Premises for the purpose of installing the TDS equipment. If Customer is not the owner of the premises, Customer represents that he/she has obtained all necessary permissions from the owner to enter into this Agreement. The Customer represents that the person signing this Agreement on behalf of the Customer is a duly authorized representative of the Customer and has the authority to execute this Agreement on the Customer's behalf.

15.7 **SEVERABILITY AND SURVIVAL OF TERMS:** Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining terms or conditions of the Agreement. The following provisions shall survive any termination or expiration of this Agreement: Disclaimer of Warranties (in Section 4), Limitation of Liability (Section 5) and the Miscellaneous provisions (Section 15).

15.8 **ASSIGNMENT:** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that TDS may assign this Agreement, or any of its rights or obligations hereunder in the event of any corporate reorganization, or to any subsidiary or affiliate, any purchaser of all or substantially all of the assets of TDS, or any entity with which or into which TDS may merge or consolidate, without the consent of Customer upon written notice to Customer.

15.9 **TAXES:** In addition to the payments required hereunder, Customer shall pay all sales, use, transfer and other taxes whether federal, state or local, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding, however, any income taxes on fees paid to TDS by Customer.

15.10 **WAIVER:** A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

15.11 **ELECTRONIC DOCUMENTS:** TDS hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. TDS may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

15.12 **NOTICES:** Any notice to be given by Customer to TDS under this Agreement shall be in writing and shall be delivered personally, sent postage prepaid by U.S. certified mail, or by facsimile with electronic confirmation to the local TDS office or to such other address as TDS may designate in writing. Notice is considered received on the earlier of the day it was actually received or the day its delivery was refused.

If switching to TDS Long Distance, Customer is responsible for cancellation of current long distance carrier service.

Customer initials _____

If switching to TDS provided data service, Customer is responsible for cancellation of current data service.

Customer initials _____

Authorization:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

Village of McFarland

TDS

Customer Name

By: _____

By: _____

Signature – Authorized Representative

Signature – Authorized Representative

Matt Schuenke

Elizabeth Williams

Print Name

Print Name

Administrator

Account Executive

Title

Title

Date

Date

Select TDS Company: ▼

1. **Agreement.** This Telecommunications Service Agreement (“Agreement”) is between TDS Metrocom, LLC (“TDS”) with its principal office at 525 Junction Road Madison, WI 53717 and Village of McFarland with its office at 5915 Milwaukee St McFarland WI 53558 (“Customer”).

The Customer hereby agrees to purchase from TDS and TDS agrees to sell the Services (“Services”) identified in this Agreement or any future Amendments agreed to by the parties pursuant to the terms and conditions set forth herein. Amendments are included herein by reference as integral parts of this Agreement. If Customer wishes to change the Services or add additional Services, Customer and TDS shall execute an Amendment describing such changes or additions. Unless specifically set forth on any Amendment, if the terms of any documents incorporated by reference are inconsistent with this Agreement, the terms of this Agreement will control. Customer agrees that the TDS Internet Services disclaimers, Internet Network Management, Privacy Policy, and Acceptable Use Policy [together referred to as the “TDS Internet Terms of Service”] as stated on www.tdsbusiness.com also apply to any Internet Services provided under this Agreement. The TDS Internet Terms of Service are included herein by reference as integral parts of this Agreement. Further, Customer also agrees to accept the TDS End User License Agreement (for email service) if Customer chooses to use TDS-provided email service. Customer acknowledges certain duties and obligations of TDS under this Agreement may be performed by certain affiliates of TDS.

2. **Service Installation; Customer Requirements and Responsibilities.** TDS shall only be responsible for bringing the lines ordered by Customer to the Customer designated demarcation point at Customer’s premises where TDS equipment terminates. In no event shall TDS be responsible for connecting, installing or wiring past the demarcation point. Customer agrees and acknowledges that it shall be Customer’s sole responsibility to provide and arrange for all necessary wiring and equipment required to extend dial tone including phone system programming and any other related wiring or work required to implement the Services. At the time of service installation and during maintenance and repair, Customer agrees to provide at no charge, access to any equipment, a telephone, right to make use of all existing poles, conduits, wiring and other facilities on the premises which Customer owns or controls (the “Premises”), a safe working environment and adequate storage space for a reasonable quantity of replacement parts, electrical power to operate the Services and adequate space in Customer’s Premises to house any equipment used in connection with provision of the Services, and shall take all other actions reasonably required for the performance of Services by TDS under this Agreement. Neither Customer nor the owner or any resident of the Premises shall have any right, title or interest in the equipment. The equipment shall always be owned by TDS and shall not be a fixture of the Premises. Upon the expiration or termination of this Agreement, or the expiration of TDS’s legal right to provide Service to the Premises, at TDS’ option, TDS may remove reasonably accessible equipment from the Premises within a reasonable time, or require Customer to return all TDS-owned equipment to TDS (as described in Section 11.1). If TDS installs wiring on the Premises, the following clause applies: Upon the expiration or termination of this Agreement, or the expiration of TDS’s legal right to provide Service to the Premises, at TDS’s option upon notice to Customer,: (i) TDS may remove the wiring from the Premises within a reasonable time; (ii) Customer shall purchase from TDS the wiring on the Premises at the fair market value for the full replacement of such wiring, including labor; or (iii) TDS may abandon the wiring in place. TDS is not responsible for any long distance charges associated with the use of dial-up Internet services. Customer is responsible for the security of all passwords, equipment or systems that allow access to the Services provided by TDS. Customer acknowledges that they are responsible for actions on their account performed by others who have acquired Customer’s passwords or access to Customer’s equipment or systems with or without Customer’s knowledge and Customer agrees to pay any charges that are incurred regardless of any claim the Customer may have against third parties based on unauthorized access to Customer’s passwords, equipment or systems. Customer is also responsible for providing to TDS accurate, specific address and location information for all TDS telephone numbers provided (including any and all changes to such information) so that 911 calls can be properly directed to the appropriate PSAP (public safety answering point). If Customer moves the location of its voice service without the approval of TDS, then 911 calls may not transmit any information, or may otherwise send incorrect address information and/or be directed to the incorrect emergency services provider, which may result in a delay or failure of emergency services being dispatched to Customer’s location.

3. **Billing.** Compensation to be paid by Customer to TDS for Services provided under this Agreement shall be established at the rate and terms provided in this Agreement and by local tariff, where applicable. The Customer agrees to pay TDS the contract amount committed to under this Agreement, as well as all applicable taxes and fees. All invoices are due within 30 days from date of invoice. If allowed under applicable tariff, a late charge of 1.5% per month, or the highest permissible amount chargeable by law, whichever is less, may be charged on any unpaid balance owed to TDS which remains unpaid for 30 days or more after the date of the invoice. With regard to any video services provided hereunder, TDS may adjust the video base rate once in each calendar year. Notwithstanding the above, TDS may also periodically adjust rates due to increases in programming, copyright, and retransmission costs. The video base rate is exclusive of taxes and external fees including, but not limited to, franchise and other governmental fees. In addition to the above, in the event that any action taken by any legislative, judicial or regulatory body, or any underlying services provider that TDS utilizes to deliver the Services, directly or indirectly causes a reduction in revenue or an increase in expenses with respect to the provision of the Services, TDS shall have the right to increase the amount of Recurring Charges set forth in this Agreement upon 30 days notice. Customer shall have the right to terminate this Agreement within 30 days of notice of the change in such Recurring Charges. Customer agrees that any unlimited service is being provided based on reasonable usage, and that use of the service for auto dialers, long distance dialup access to the Internet or other information services, call centers, certain switching applications or other high volume calling applications is not permitted and will entitle TDS to terminate the Service upon written notice of the violation. TDS reserves the right to monitor Customer’s usage to determine compliance with these limitations. Bundled prices represented on this Agreement may be billed separately on Customer’s bill. The separate pricing may not be used with any other product or bundled products. It is the Customer’s responsibility to review the monthly invoices for accurate representation of charges. Disputes concerning the accuracy of any invoice that has been paid must be brought in writing within three (3) months of the due date of the invoice.

4. **Warranty.** TDS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT WITH RESPECT TO THE FOREGOING WARRANTY, TDS IS PROVIDING ALL SERVICES TO THE CUSTOMER “AS IS”

AND TDS MAKES NO WARRANTY AS TO THE CONTINUOUS OPERATION OF THE SERVICE OR ANY SPECIFIC FEATURE OF THE SERVICE. ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE ARE DISCLAIMED. TDS DOES NOT WARRANT THAT THE SERVICES OR RELATED PRODUCTS WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM. CONNECTIONS (SYNC-RATES) ARE RATE ADAPTIVE AND MAY BE LOWER DUE TO THE LENGTH AND CONDITION OF THE LINE. ACTUAL THROUGHPUT MAY BE LOWER DUE TO INTERNET CONGESTION, NETWORK UTILIZATION, PROTOCOL OVERHEADS OR OTHER FACTORS, WHICH CAN NOT BE CONTROLLED BY TDS. IN THE EVENT OF A POWER OUTAGE AT CUSTOMER'S LOCATION OR IF CUSTOMER'S BROADBAND SERVICE IS DOWN, SERVICES THAT ARE NOT LINE-POWERED (SUCH AS managedIP) WILL NOT OPERATE AND CUSTOMER WILL NOT HAVE ACCESS TO EMERGENCY SERVICES SUCH AS 911.

5. Limitation of Liability. TDS SHALL NOT BE LIABLE IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE SERVICE, LOSS OF DATA, CUSTOMER'S INABILITY TO USE THE SERVICE, INTERRUPTIONS OR CLAIMS BY THIRD PARTIES. THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR DISPUTES RELATED TO THE ACCURACY OF INVOICES, THE MAXIMUM CREDIT OR REFUND A CUSTOMER MAY RECEIVE SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TDS OVER THE MOST RECENT THREE (3) MONTH PERIOD FOR THE SPECIFIC SERVICES IN DISPUTE; FOR ALL OTHER CLAIMS TDS LIMITS LIABILITY RELATED TO THE PROVISION OF SERVICES TO THE AMOUNT PAID BY CUSTOMER IN THE PREVIOUS TWELVE (12) MONTHS FOR SERVICES GIVING RISE TO, OR WHICH ARE THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, OR TORTIOUS CONDUCT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR ANY OTHER THEORY. TDS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR ANY OMISSION OR ERROR WITH RESPECT TO CUSTOMER'S TELEPHONE DIRECTORY LISTINGS.

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- 10.2.2 Customer Provided Equipment – The boundary is the Network Interface Device (NID). When TDS is able to verify circuit integrity the support boundary is met.
- 10.2.3 NOTE: Firewalls, Virtual Private Networks (VPN) and network management are beyond the support boundaries provided by TDS for dedicated Internet services.
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11. Term and Termination.

- 11.1 TDS will provide Customer with the Services pursuant to the rates, terms and conditions specified herein, commencing on the latter of the requested service date or the day following the date in which TDS notifies Customer that the Service is ready for use ("Service Commencement Date"). At the expiration of any Service Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis until canceled by either party on 30 days written notice; provided, however that the charges for the Service during any renewal period shall be at the then-current monthly rate charged by TDS for such Service. Unless specifically exempted, Services shall be subject to all general regulations applicable to the provision of Service and rates charged for such Service by TDS and stated in its general tariff including late payment charges, termination charges, and related expenses. Upon any termination of the Services herein, unless otherwise directed by TDS in writing, Customer shall return all TDS-owned equipment in good working condition to TDS, or Customer will be responsible for the full cost of the equipment. Customer is responsible for any damage to equipment provided by TDS.
- 11.2 Customers who terminate Service prior to the expiration of the applicable Service Term shall be liable for the repayment of any promotional credits, discounts or fee waivers including but not limited to installation fee waivers and for reimbursement of any special construction or non-recurring charges for Services or related facilities requested by Customer. Unless otherwise set forth under applicable tariff, if Customer terminates Service prior to expiration of the applicable Service Term, Customer shall also pay an early termination fee equal to: (a) the difference between the amount billed Customer under this Agreement for the Services up to the date of termination, and the amount that would have been billed had the Customer been billed at the rate applicable under an agreement which had a term equal to the term between the effective date of this Agreement and the termination date; plus (b) the full purchase price of any equipment as shown above, minus the amounts already paid on a per month basis up to the date of termination. In addition, specifically with regard to Call Recording Services, Customer shall pay an early termination fee equal to 50% of the contracted monthly recurring charges for such Call Recording Services for each month remaining on the initial term. If there is a partial cancellation, any volume discounts going forward will be applied based only on the remaining volume. Either party may cancel this Agreement without liability in the event TDS is prohibited from providing Service or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency, or other body of competent jurisdiction. Termination charges will not apply if the Customer replaces the Service with a new contract with a term equal to or greater than the original term with a minimum commitment equal to at least 75% of the original commitment level under this Agreement. Each Service designation is deemed a separate service and cancellation of any single service shall not affect the other services ordered by Customer in this Agreement. Customer agrees that the foregoing early termination fees are fair and reasonable and that TDS's provision of the Services would not be commercially viable but for these Customer commitments.
- 11.3 This Agreement shall remain effective until terminated in accordance with the provisions set forth herein.

12. Subsequent Additions/Deletions. For each new product or service added to this Agreement after a 60-day grace period, installation charges will apply. Installation charges for advanced business products will be quoted at the time of request on an individual case basis.

Subsequent feature deletions, after a 60-day grace period, will be assessed a service order charge per account. Any preferred customer discounts, volume discounts or promotional discounts are subject to change if Customer deletes services from the original service agreement. Any adjustments in special discounts will be quoted at the time of the request on an individual case basis.

13. Special Construction. Where facilities are not available or if equipment, new facilities or changes to existing facilities are required for the provision of additional Services, a special construction charge will apply in addition to the monthly service charge. Customer may be required to pay additional charges or to contract for Services beyond the normal service term, or both.

14. Insurance. Each party shall maintain Commercial Workers' Compensation Insurance as required by law and Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence covering personal injury and property damage.

15. MISCELLANEOUS.

15.1 **CONFIDENTIALITY:** The parties will hold the pricing and other non-public terms and conditions of this Agreement in confidence, and will not reveal the same to any person or entity except: with the written consent of the other party; to the extent necessary to comply with the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party and shall seek confidential treatment of such information); as part of either party's standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; or in order to enforce its rights pursuant to this Agreement.

15.2 **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State where the Services are performed (without giving effect to conflicts of law).

15.3 **ATTORNEY'S FEES AND COSTS:** In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's cost and expenses (including reasonable attorney's fees).

15.4 **EXTRAORDINARY CIRCUMSTANCES:** TDS shall not be liable for any failure to perform its obligations under this Agreement to the extent such failure is due to "Force Majeure". Force Majeure includes, but is not limited to, acts of God, strike, lockout or other interference with work, war, declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, network or other telecommunications failures, including suppliers, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses and any other cause whether of the kind specified above or otherwise which is not reasonably within the control of TDS.

15.5 **ENTIRE AGREEMENT:** This Agreement, and any executed Amendments, Addenda, and Statements of Work, together with any applicable tariffs, shall constitute the entire Agreement between Customer and TDS notwithstanding inconsistent or additional terms and conditions in Customer's purchase orders or other documents submitted to TDS. Any and all representations, promises, warranties or statements by TDS's agent(s) that differ in any way from the terms and conditions of this Agreement shall have no force or effect. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions and otherwise, this Agreement may be amended only by a written instrument executed by both parties.

15.6 **CUSTOMER REPRESENTATIONS:** Customer represents to TDS that Customer is the legal owner or tenant of the Premises, and that no other person has any rights in the Premises that conflict with TDS's rights under this Agreement. Customer shall not attach to or use, and shall not allow anyone else to attach to or use, the TDS equipment for any purpose without TDS's prior written consent. Customer shall use its best efforts to comply with all applicable theft of service laws. At TDS's request, Customer, or a representative designated by Customer, shall accompany TDS's employees or agents into any part of the Premises for the purpose of installing the TDS equipment. If Customer is not the owner of the premises, Customer represents that he/she has obtained all necessary permissions from the owner to enter into this Agreement. The Customer represents that the person signing this Agreement on behalf of the Customer is a duly authorized representative of the Customer and has the authority to execute this Agreement on the Customer's behalf.

15.7 **SEVERABILITY AND SURVIVAL OF TERMS:** Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining terms or conditions of the Agreement. The following provisions shall survive any termination or expiration of this Agreement: Disclaimer of Warranties (in Section 4), Limitation of Liability (Section 5) and the Miscellaneous provisions (Section 15).

15.8 **ASSIGNMENT:** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that TDS may assign this Agreement, or any of its rights or obligations hereunder in the event of any corporate reorganization, or to any subsidiary or affiliate, any purchaser of all or substantially all of the assets of TDS, or any entity with which or into which TDS may merge or consolidate, without the consent of Customer upon written notice to Customer.

15.9 **TAXES:** In addition to the payments required hereunder, Customer shall pay all sales, use, transfer and other taxes whether federal, state or local, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding, however, any income taxes on fees paid to TDS by Customer.

15.10 **WAIVER:** A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

15.11 **ELECTRONIC DOCUMENTS:** TDS hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. TDS may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

15.12 NOTICES: Any notice to be given by Customer to TDS under this Agreement shall be in writing and shall be delivered personally, sent postage prepaid by U.S. certified mail, or by facsimile with electronic confirmation to the local TDS office or to such other address as TDS may designate in writing. Notice is considered received on the earlier of the day it was actually received or the day its delivery was refused.

If switching to TDS Long Distance, Customer is responsible for cancellation of current long distance carrier service.

Customer initials _____

If switching to TDS provided data service, Customer is responsible for cancellation of current data service.

Customer initials _____

Authorization:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

Stephanie Miller

TDS

Customer Name

By: _____

Signature – Authorized Representative

By: _____

Signature – Authorized Representative

Stephanie Miller

Print Name

Print Name

Title

Title

Date

Date



Telecommunications Service Agreement

6/14/2019

Customer Information - Service Address

Ordered by/ Title: Matt Schuenke
 Business Name: Village of McFarland
 Street: 5915 Milwaukee St
 City, State, Zip: McFarland, WI 53558

Main Yellow Page Heading: Government
 Ordered by Phone: 608-838-3153
 Ordered by Email: matt.schuenke@mcfarland.wi.

managed IP Hosted Deployment Type (If applicable): **Standard** **Managed**

Multiple Locations? **Yes - See Attached Additional Service Locations Addendum(s) if applicable**

Billing Information -

Bill To Company: Village of McFarland	Billing Contact Name:	0
Address: 5915 Milwaukee St	Phone:	0
City, State, Zip: McFarland, WI 53558		

TDS Sales Representative: Elizabeth Williams 608-824-7711

Monthly Services Charges/Credits:

<u>Quantity</u>	<u>Term</u>	<u>Description</u>	<u>Each</u>	<u>Total</u>
1	60 Month	Dedicated Fiber Access 500Mbps Symmetrical	\$800.00	\$800.00
1	Mo To Mo	/28 13 usable Static IP's	\$20.00	\$20.00
3	36 Month	Star Business Voice Line Service	\$29.99	\$89.97
88	60 Month	Mobility & Management	\$22.95	\$2,019.60
2	60 Month	Managed Services - 24 Port 10/100 Switch	\$55.00	\$110.00
3	60 Month	Managed Services - 24 Port Gigabit Switch (Add)	\$40.00	\$120.00
5	Mo To Mo	Auto Attendant	\$10.00	\$50.00
15	Mo To Mo	Block of 10 DID Numbers	\$5.00	\$75.00
8	Mo To Mo	Custom Call Routing	\$1.50	\$12.00
1	12 Month	TDS TV for Business - Sports & More	\$70.00	\$70.00
1	12 Month	Broadcast Retransmission Fee	\$12.80	\$12.80
5	12 Month	Wireless Set-Top Box Rental	\$8.00	\$40.00
5	12 Month	Wired Set-Top Box Rental	\$8.00	\$40.00
1	24 Month	2019 HSI Promotion - FLEX	-\$100.00	-\$100.00

***Total Monthly Services Charges/Credits: \$3,359.37**

One Time Charges/Credits:

<u>Quantity</u>	<u>Term</u>	<u>Description</u>	<u>Each</u>	<u>Total</u>
88	One Time	Polycom VVX411	\$180.00	\$15,840.00
1	One Time	Service Order Charge	\$20.00	\$20.00
1	One Time	Service Order Charged - Waived	-\$20.00	-\$20.00
1	One Time	mIP Hosted Set up Fee	\$150.00	\$150.00
1	One Time	Video Install fee	\$49.95	\$49.95
1	One Time	Video Install fee - Waived	-\$49.95	-\$49.95
84	One Time	Penny Promo	-\$179.99	-\$15,119.16
*Total One Time Charges/ Credits:				\$870.84

- managedIP SIP and PRI locations must have a minimum of 4 trunks. If a location falls below the minimum requirement, the service will be canceled and cancellation charges will apply.
- *Total does not include applicable taxes, fees, assessments or surcharges. Additional Directory Listing charges may also apply and are not include in the Totals herein. Local usage charges apply if applicable.
- Customer is responsible for cancellation of services with current providers.
- If Customer has an active alarm line, Customer must advise alarm company of change of service.
- TDS reserves the right to block high fraud international long distance locations.
- For managedIP Hosted (managed deployment) and managedIP Trunking, if Services ordered necessitate that TDS dispatches a technician to Customer's premise, Customer will be notified of the visit in advance. It is required that a Customer representative is on site when the technician arrives and that full access to the telecommunication's closet be provided. In addition, the Customer must ensure that prior to the installation visit, the site is ready with a rack, mounting board or shelf to house TDS equipment and that four unoccupied AC outlets are available within four feet of the equipment. If any of the forgoing conditions are not met, TDS may charge the Customer a \$250.00 fee.

This Telecommunications Service Agreement ("Agreement") is between TDS METROCOM, LLC ("TDS") and the Customer identified below ("Customer"). Customer acknowledges and agrees that this Agreement includes and incorporates by reference TDS's Telecommunications Service Terms and Conditions (which are located at <https://tdsbusiness.com/terms-of-service.html>), and binds Customer to such Telecommunications Service Terms and Conditions, including any early termination charges that may apply.

Customer represents that the Customer Representative identified below is authorized to sign this Agreement on behalf of Customer. Customer further represents that the Customer Information and the Authorized Customer Representative Information is true and correct. If, within thirty days after Customer's signature below, TDS determines that Customer's location is not serviceable under normal installation guidelines, TDS may terminate this Agreement. If TDS is required to engage in construction to provide Customer's service and Customer cancels this Agreement prior to installation, Customer shall be liable for TDS's reasonable construction charges in addition to any early termination charges. Any equipment not shown as purchased on this Agreement must be returned to TDS upon cancellation of service.

Authorization: IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

Village of McFarland

Customer / Company Name

TDS METROCOM, LLC

TDS

Authorized Customer Representative signature

Authorized TDS Representative signature

Authorized Customer Representative printed name

Elizabeth Williams

Authorized TDS Representative printed name

Title

Title

Date

Date

Telecommunications Service Agreement created using Version 2019 V1.



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Tuesday, July 23, 2019

SECTION: Business

DEPARTMENT: Communications & Technology

CONTACT:

AGENDA ITEM: Discussion and possible action regarding the e-newsletter.

PREVIOUS ACTION:

ISSUE SUMMARY:

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. title ideas
2. Newsletter logos

- >> Bird City Blast
- >> Village Voice
- >> Bird City Bulletin
- >> The Villager
- >> Between 2 Lakes
- >> The Look out

KEY WORDS?

McFarland
 Bird City
 Villages
 Lakes

E-Newsletter Title

11 responses

What should the e-newsletter be named?

11 responses

- McFarland Monitor
- Suburbia Hell
- McFarland Messenger
- Village Voice
- McFarland Pulse
- McFarland Living
- McFarland Messenger
- Mainstream McFarland
- McFarland Pulse
- ~~Spartan Update~~
- McFarland Missive / McFarland Message

|| The Look out
 || "your digital spin on the Outlook newsletter"

|| Community life

THE LOOKOUT

Your Digital Spin on the Outlook Newsletter

THE LOOKOUT

Your Digital Spin on the Outlook Newsletter

THE OUTLOOK

Community

LIFE



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Tuesday, July 23, 2019

SECTION: Business

DEPARTMENT: Communications & Technology

CONTACT:

AGENDA ITEM: Discussion and review of the Village Technology Plan, Chapters 1 and 3.

PREVIOUS ACTION:

ISSUE SUMMARY:

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. Chapters 1 and 3_Tech Plan V3
2. Tech Plan V3

Village of McFarland

Technology Plan

July 18, 2019
Draft Version 3

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Purpose

This document serves to establish the technology needs, both current and future, for the Village of McFarland. Contained within are current inventories of existing hardware and software; plans and procedures that will aid the Village in purchasing, replacing, and maintaining technology; and outlines that will help define the budgetary impact for years to come.

An effective plan for technology will allow for an efficient working environment with minimal lost time and data by ensuring that all systems, hardware, and software are up-to-date and properly supported.

Acknowledgements

The following groups and individuals participated in the creation of this document:

Chapter 1 – Computers and Peripherals

Computer Inventory

Department	Desktops	Laptops	Tablets	Department Total
Administration	7	1	2	10
Comm. & Tech.	5	2	0	7
Community Development	3	1	0	4
Court	1	0	1	2
Emergency Management	0	1	0	1
Fire & Rescue	16	0	0	16
Police	13	8	0	21
Public Works	10	2	1	13
Senior Outreach	4	1	0	5
Meetings (Shared)	0	0	10	10
Village Board	0	0	7	7
Totals:	62	16	21	96

Standards

The following standards are the minimum specifications that must be met when purchasing a new device or considering if a device needs to be replaced. Anything beyond the “above average” specifications will be considered a specialty device.

Specification	Minimum	Target	Above Average
Processor (Desktop)	Intel Core i5	Intel Core i5	Intel Core i7
Processor (Laptop)	Intel Core i3	Intel Core i5	Intel Core i7
Memory	4 GB – 8 GB	8 GB	8 GB – 32 GB
Primary Drive	250 GB – 500 GB SSD	500 GB SSD	500 GB – 1000 GB SSD
Monitor Connections	1	2	3+

Workstation

A workstation is any location reserved for staff to operate a device from. This may be a desk, shared space, or docking station.

Desktop

This type of workstation does not have any portability, and requires a table, desk, counter, or other flat surface to operate. These devices are usually the most powerful due to not having strict restrictions on size and/or power consumption.

Laptops

This type of workstation is very portable and can be moved between a workstation, meeting space, etc. Although limited due to their portability and battery capacity, laptops can be expanded through use of a docking station to act similar to a desktop workstation.

Tablets

A tablet, such as a Microsoft Surface, is highly portable but much more difficult to expand upon. Tablets are usually reserved for lighter loads or when portability is the largest concern.

Peripherals

There is a myriad of peripherals that can be connected to a computer; however, there are several common ones that will be addressed in this section.

Mice and Keyboards

Desktops require both a mouse and keyboard to operate; laptops have a built-in keyboard and touchpad, but laptops should also have an external mouse for more efficient operations; tablets can be accompanied by a detachable keyboard and an external mouse if required, but this will depend on the intended use.

Monitors

All workstations require a minimum of one display in order to operate. For laptops and tablets, this display is built in.

Workstations where multi-tasking or significant workloads are expected should have a minimum of two displays. A dual display setup is particularly useful when transferring information between documents, webpages, emails, etc.

Monitor Standards

Specification	Target	Above Average
Display Size	19" – 24"	24" +
Resolution	1920 x 1080	3840 x 2160
Connections	VGA, DVI or HDMI	DisplayPort

Speakers and Headphones

Every workstation should be equipped with sound capabilities for webinars, web conferencing, training videos, playback of meeting recordings, audio cues, voicemail-to-email messages, and more.

Speakers are generally the preferred method of sound delivery, but in environments where proximity to others may cause disturbances, when information may be of a sensitive nature, or if noise makes speakers impractical headphones may be used instead.

Microphones and Webcams

Occasionally, staff will be required to attend webinars, web conferences, or other training events where a microphone or webcam may be required. Since this is not a frequent occurrence, the need for these peripherals will be determined on an as-needed basis by individual department heads.

Lifecycles

Computer Lifecycles

Device	Lifecycle
Desktop Computer	4 – 5 Years
Laptop Computer	3 – 4 Years
Tablet Computer	3 – 4 Years

Peripherals Lifecycles

Device	Lifecycle
Mouse and Keyboard	5 – 7 Years
Monitors	5 – 7 Years
Speakers	5 – 7 Years
Headphones	3 – 4 Years
Microphone	3 – 4 Years
Webcams	3 – 4 Years

Planned Replacement Procedure

The goal of these procedures is to replace the entire inventory over the course of a single lifecycle. Replacements should be staggered in order to ensure that the financial burden is distributed evenly over several years.

Trickle-Down Replacements

The Village does not follow any trickle-down replacement schedule. While it does result in every device being replaced and all obsolete devices being phased out, the time it takes to replace a single workstation is increased proportionally to the number of subsequent devices that are upgraded.

Additionally, there is a time-cost to having several individuals learn a new machine, installing proper software, and troubleshooting issues as they arise. Also, from a psychological standpoint, this can imply to employees that they or their position is of less worth.

Although devices may be repurposed elsewhere in the Village, this will not happen regularly and is not considered to be a trickle-down replacement.

Unplanned Replacement Procedure

While regular replacements will prevent unexpected failures of equipment, there is always a risk that devices will fail unexpectedly.

In the event of a device failure, the device will first be accessed to determine if it can be repaired at minimal cost. This can include manufacturer warranties and use of surplus parts.

In the event that repairs cannot be made, or where doing so would be prohibitively expensive, the necessity of the device will be assessed. If operations of staff or the department are not greatly impacted, or another device may be used in its place, replacement of the device will be set for the next fiscal year. If a device is essential for staff or department operations, it will be replaced as soon as fiscally possible.

Chapter 3 – Networking

Inventory

Municipal Center

Item	Quantity
Wireless Access Points	8
POE Injector	11
48-Port Managed Network Switches	4
48-Port Managed Network Switches with POE	2
Panduit 48-Port Patch Panel	8
Panduit Minicom Ports	382
24-Port Patch Panel	1
Firewall (Managed)	1
Internet Service	2
Modems	2
Routers	2
Fiber Connection Hub	1
Ubiquiti Point-to-Point Transceiver	1

Public Works

Item	Quantity
Wireless Access Points	3
POE Injector	5
24-Port Managed Network Switch	1
8-Port Managed Network Switch with POE	1
Ubiquiti Point-to-Point Transceiver	1
Modems	1
Router	1
Firewall	1

Access Points

The Village utilizes 9 Ubiquiti wireless access points for coverage of the entire interior of the Municipal Center. Each requires power-over-ethernet (POE) to operate which is currently provided by individual POE injectors.

Municipal Center

- Community Room
- Training Room
- Administration Hallway
- Fire & Rescue Offices Hallway
- Fire & Rescue Garage
- Fire & Rescue Dorm Rooms
- Police Squad Room
- Police Squad Bay
- Police Squad Bay?

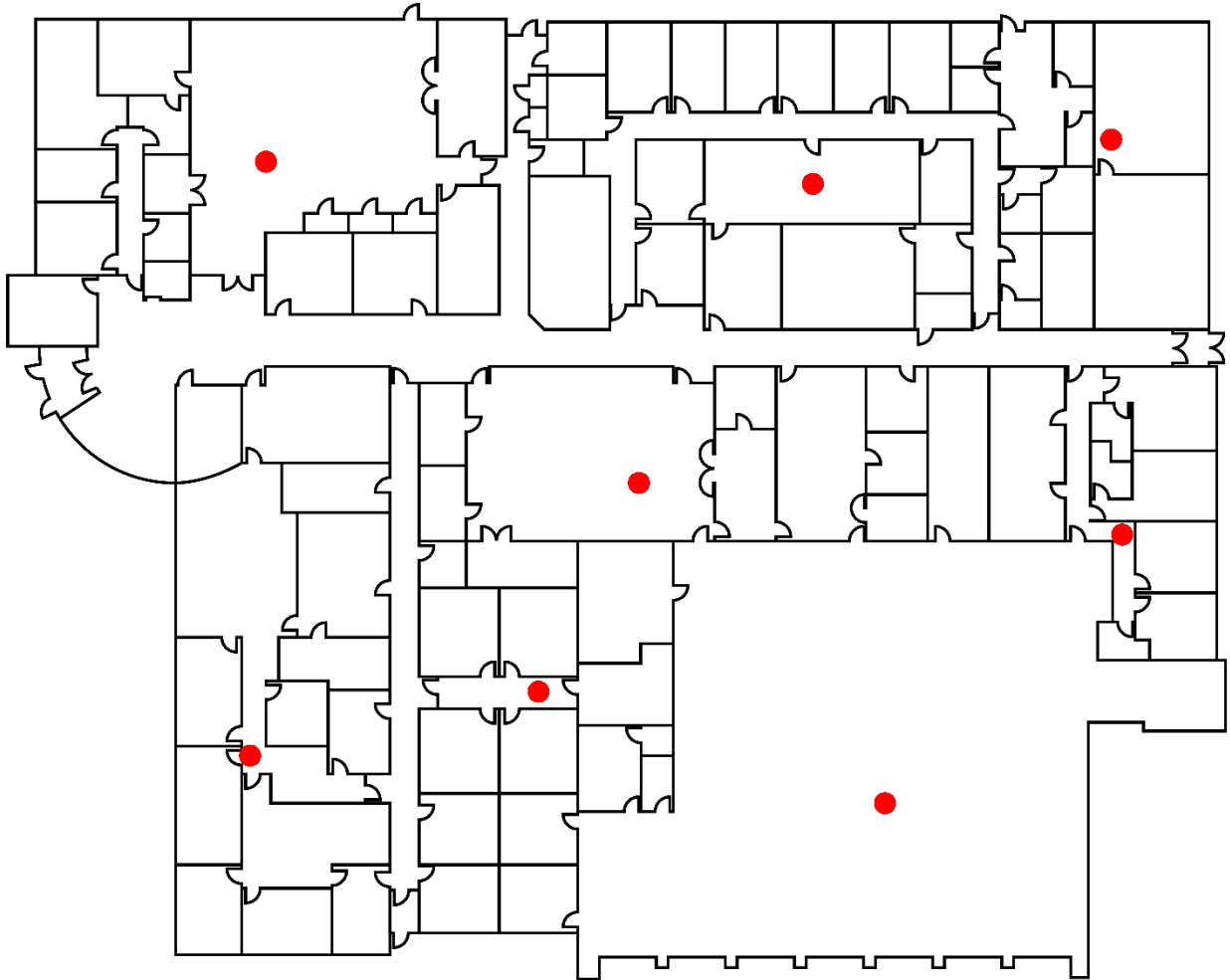


Image 1 Wireless access points in the Municipal Center

Public Works

Originally, only a single access point was at the Public Works building, located in the network closet, two additional access points were added in 2016 to allow for diagnostics data to be offloaded from vehicles.

- Network Closet
- Mechanics Shop
- Main Garage

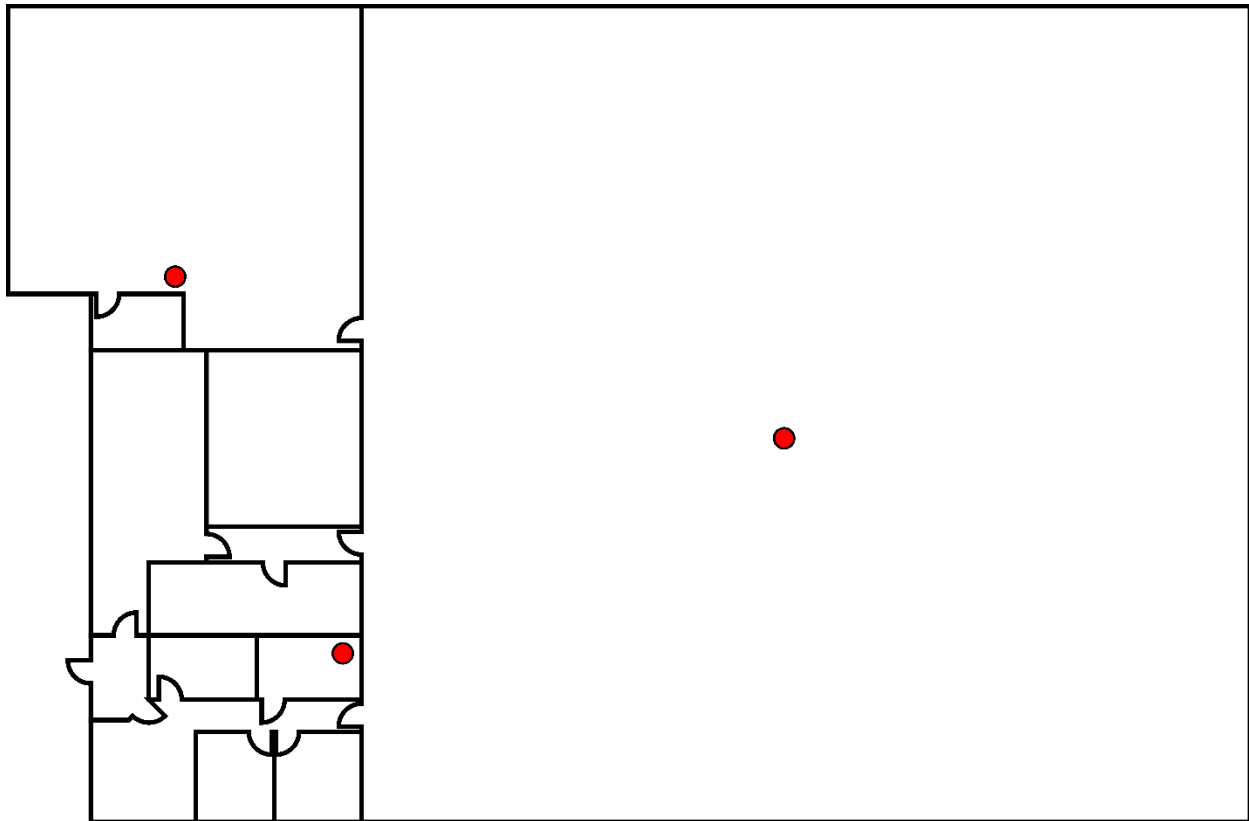


Image 2 Wireless access points in the Public Works building

Networking Lifecycles

Device	Lifecycle
Network Switches	4 – 6 Years
POE Injectors	4 – 6 Years
Wireless Access Points	4 – 6 Years
Modems	3 – 5 Years
Routers	3 – 5 Years
Cabling infrastructure	5 – 10 Years

Internet Service Providers

The Village currently has 4 separate connections which are provided by two separate internet service providers.

Internet Service Provider	Location	Use	Up / Down Speeds
Charter Communications	Municipal Center	Secondary network	5 / 100 Mbps
Charter Communications	Municipal Center	Cable channel network	5 / 100 Mbps
Hoyos Consulting	Municipal Center	Primary network	150 / 150 Mbps ¹
Charter Communications	Public Works	Primary network	5 / 100 Mbps

¹ This is the regular service speed; however, speeds are allowed higher depending on network load.

Village of McFarland

Technology Plan

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Purpose

This document serves to establish the technology needs, both current and future, for the Village of McFarland. Contained within are current inventories of existing hardware and software; plans and procedures that will aid the Village in purchasing, replacing, and maintaining technology; and outlines that will help define the budgetary impact for years to come.

An effective plan for technology will allow for an efficient working environment with minimal lost time and data by ensuring that all systems, hardware, and software are up-to-date and properly supported.

Acknowledgements

The following groups and individuals participated in the creation of this document:

Chapter 1 – Computers and Peripherals

Computer Inventory

Department	Desktops	Laptops	Tablets	Department Total
Administration	7	1	2	10
Comm. & Tech.	5	2	0	7
Community Development	3	1	0	4
Court	1	0	1	2
Emergency Management	0	1	0	1
Fire & Rescue	16	0	0	16
Police	13	8	0	21
Public Works	10	2	1	13
Senior Outreach	4	1	0	5
Meetings (Shared)	0	0	10	10
Village Board	0	0	7	7
Totals:	62	16	21	96

Standards

The following standards are the minimum specifications that must be met when purchasing a new device or considering if a device needs to be replaced. Anything beyond the “above average” specifications will be considered a specialty device.

Specification	Minimum	Target	Above Average
Processor (Desktop)	Intel Core i5	Intel Core i5	Intel Core i7
Processor (Laptop)	Intel Core i3	Intel Core i5	Intel Core i7
Memory	4 GB – 8 GB	8 GB	8 GB – 32 GB
Primary Drive	250 GB – 500 GB SSD	500 GB SSD	500 GB – 1000 GB SSD
Monitor Connections	1	2	3+

Workstation

A workstation is any location reserved for staff to operate a device from. This may be a desk, shared space, or docking station.

Desktop

This type of workstation does not have any portability, and requires a table, desk, counter, or other flat surface to operate. These devices are usually the most powerful due to not having strict restrictions on size and/or power consumption.

Laptops

This type of workstation is very portable and can be moved between a workstation, meeting space, etc. Although limited due to their portability and battery capacity, laptops can be expanded through use of a docking station to act similar to a desktop workstation.

Tablets

A tablet, such as a Microsoft Surface, is highly portable but much more difficult to expand upon. Tablets are usually reserved for lighter loads or when portability is the largest concern.

Peripherals

There is a myriad of peripherals that can be connected to a computer; however, there are several common ones that will be addressed in this section.

Mice and Keyboards

Desktops require both a mouse and keyboard to operate; laptops have a built-in keyboard and touchpad, but laptops should also have an external mouse for more efficient operations; tablets can be accompanied by a detachable keyboard and an external mouse if required, but this will depend on the intended use.

Monitors

All workstations require a minimum of one display in order to operate. For laptops and tablets, this display is built in.

Workstations where multi-tasking or significant workloads are expected should have a minimum of two displays. A dual display setup is particularly useful when transferring information between documents, webpages, emails, etc.

Monitor Standards

Specification	Target	Above Average
Display Size	19" – 24"	24" +
Resolution	1920 x 1080	3840 x 2160
Connections	VGA, DVI or HDMI	DisplayPort

Speakers and Headphones

Every workstation should be equipped with sound capabilities for webinars, web conferencing, training videos, playback of meeting recordings, audio cues, voicemail-to-email messages, and more.

Speakers are generally the preferred method of sound delivery, but in environments where proximity to others may cause disturbances, when information may be of a sensitive nature, or if noise makes speakers impractical headphones may be used instead.

Microphones and Webcams

Occasionally, staff will be required to attend webinars, web conferences, or other training events where a microphone or webcam may be required. Since this is not a frequent occurrence, the need for these peripherals will be determined on an as-needed basis by individual department heads.

Lifecycles

Computer Lifecycles

Device	Lifecycle
Desktop Computer	4 – 5 Years
Laptop Computer	3 – 4 Years
Tablet Computer	3 – 4 Years

Peripherals Lifecycles

Device	Lifecycle
Mouse and Keyboard	5 – 7 Years
Monitors	5 – 7 Years
Speakers	5 – 7 Years
Headphones	3 – 4 Years
Microphone	3 – 4 Years
Webcams	3 – 4 Years

Planned Replacement Procedure

The goal of these procedures is to replace the entire inventory over the course of a single lifecycle. Replacements should be staggered in order to ensure that the financial burden is distributed evenly over several years.

Trickle-Down Replacements

The Village does not follow any trickle-down replacement schedule. While it does result in every device being replaced and all obsolete devices being phased out, the time it takes to replace a single workstation is increased proportionally to the number of subsequent devices that are upgraded.

Additionally, there is a time-cost to having several individuals learn a new machine, installing proper software, and troubleshooting issues as they arise. Also, from a psychological standpoint, this can imply to employees that they or their position is of less worth.

Although devices may be repurposed elsewhere in the Village, this will not happen regularly and is not considered to be a trickle-down replacement.

Unplanned Replacement Procedure

While regular replacements will prevent unexpected failures of equipment, there is always a risk that devices will fail unexpectedly.

In the event of a device failure, the device will first be accessed to determine if it can be repaired at minimal cost. This can include manufacturer warranties and use of surplus parts.

In the event that repairs cannot be made, or where doing so would be prohibitively expensive, the necessity of the device will be assessed. If operations of staff or the department are not greatly impacted, or another device may be used in its place, replacement of the device will be set for the next fiscal year. If a device is essential for staff or department operations, it will be replaced as soon as fiscally possible.

Chapter 2 – Servers

Server Inventory

Municipal Center

Server	Use	Operating System
VOM-VM1	Hyper-V host	Windows Server 2016
VOM-DC	Domain controller	Windows Server 2016
VOM-FS	File server and storage	Windows Server 2016
VOM-PD-VIDEO	Police department video storage	Windows Server 2008
VOM-RDSGW	Remote desktop gateway	Windows Server 2016
VOM-SQL	SQL server	Windows Server 2008
VOM-VEEAM	Backup controller	Windows Server 2016
VOM-UTILITY	Utility, as needed	Windows Server 2016
VOM-HV01	Virtual machine host	Windows Server 2016
VOM-PD-STORAGE	Police video storage	Windows Server 2016
Synology RS815+	Backup server	Synology DSM
CT-PROVOD	Video-on-demand, cable website	Windows Server 2008
CT-SX-LIVE	Live streaming cable channel	Windows 7 Pro
CT-FLEXLITE	Video recording and playback	Windows 10 Enterprise
CT-CAROUSEL	Digital signage server	Windows 7 Pro

Public Works

Server	Use	Operating System
VOM-VM2	Redundant Hyper-V Host	Windows Server 2016
VOM-DC02	Secondary Domain controller	Windows Server 2016
VOM-DC_REPLICA	Domain controller	Windows Server 2016
VOM-FS_REPLICA	File server and storage	Windows Server 2016
VOM-PD-VIDEO_REPLICA	Police department video storage	Windows Server 2008
VOM-RDSGW_REPLICA	Remote desktop gateway	Windows Server 2016
VOM-SQL_REPLICA	SQL server	Windows Server 2008
VOM-UTILITY_REPLICA		Windows Server 2016
VOM-VEEAM_REPLICA	Backup controller	Windows Server 2016
VOM-VEEAMPROXY	Redundant controller	Windows Server 2016

Offsite

Server	Use	Operating System
Synology RS815+	Off-site Backup Server	Synology DSM

VOM-VM1

The VOM-VM1 is the primary host for most of virtual machines in the Village.

VOM-FS

This server acts as the Village's file storage and print server. User drives, share drives, network software and installers, and printer shares are all stored here.

VOM-DC

This server acts as the domain controller on the Village's network and oversees user logins.

VOM-PD-VIDEO

This server acts as a storage point for the Police Department video including squad car and body camera footage.

In late 2017 this server was determined to be insufficient to store the increased amount of video storage the Police department was creating. In early 2018 a new server, VOM-HV01, was purchased from ITP to act as a replacement to this server.

VOM-HV01

This server was purchased in early 2018 to act as a new, higher capacity storage for the Police Department. Due to changes in staffing shortly after the purchase, this server was not fully implemented until 2019.

Although only dedicated for Police video storage, this server is running a virtual machine, VOM-PD-Storage, to allow for greater flexibility in the future.

Chapter 3 – Networking

Inventory

Municipal Center

Item	Quantity
Wireless Access Points	8
POE Injector	11
48-Port Managed Network Switches	4
48-Port Managed Network Switches with POE	2
Panduit 48-Port Patch Panel	8
Panduit Minicom Ports	382
24-Port Patch Panel	1
Firewall (Managed)	1
Internet Service	2
Modems	2
Routers	2
Fiber Connection Hub	1
Ubiquiti Point-to-Point Transceiver	1

Public Works

Item	Quantity
Wireless Access Points	3
POE Injector	5
24-Port Managed Network Switch	1
8-Port Managed Network Switch with POE	1
Ubiquiti Point-to-Point Transceiver	1
Modems	1
Router	1
Firewall	1

Access Points

The Village utilizes 9 Ubiquiti wireless access points for coverage of the entire interior of the Municipal Center. Each requires power-over-ethernet (POE) to operate which is currently provided by individual POE injectors.

Municipal Center

- Community Room
- Training Room
- Administration Hallway
- Fire & Rescue Offices Hallway
- Fire & Rescue Garage
- Fire & Rescue Dorm Rooms
- Police Squad Room
- Police Squad Bay
- Police Squad Bay?

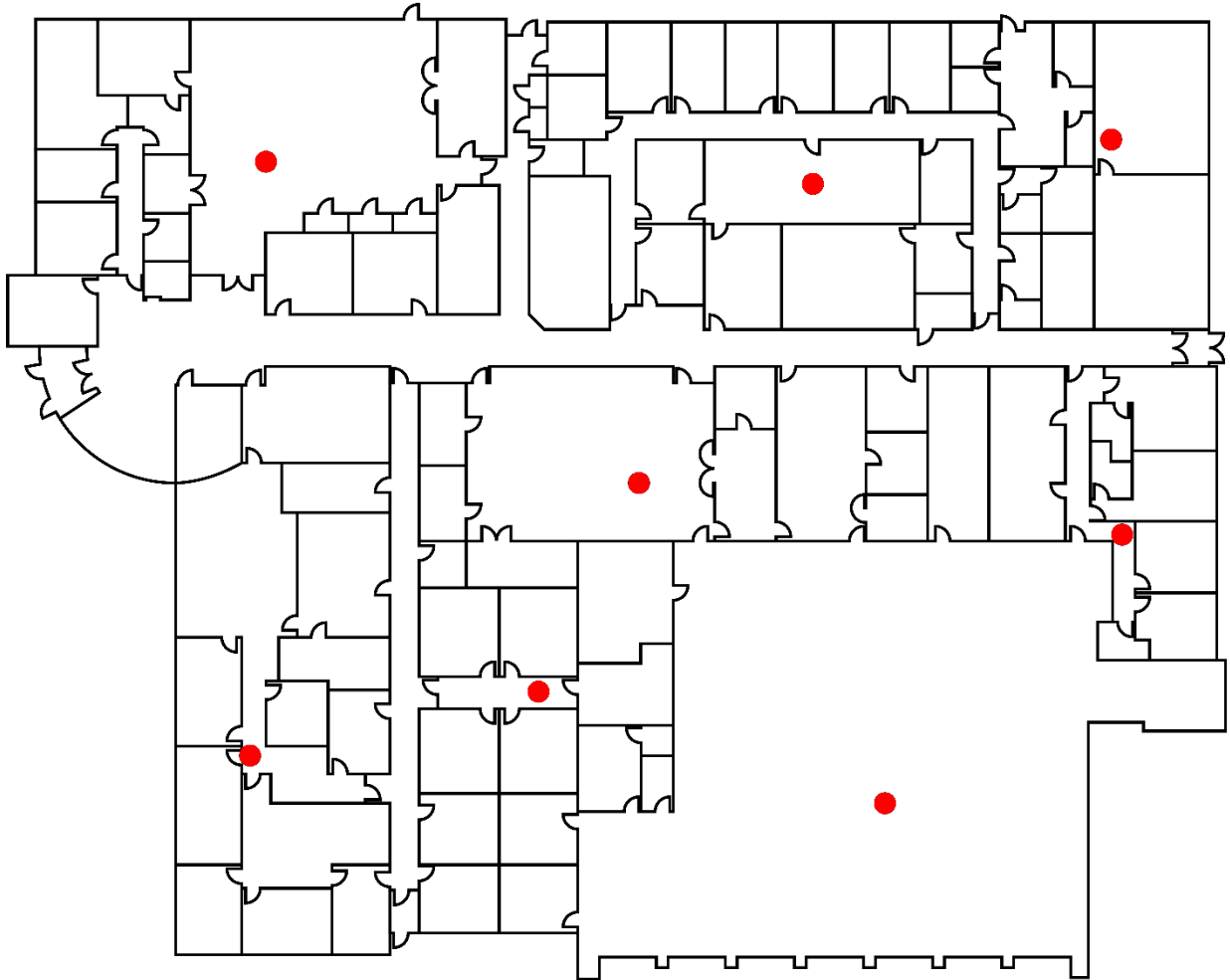


Image 1 Wireless access points in the Municipal Center

Public Works

Originally, only a single access point was at the Public Works building, located in the network closet, two additional access points were added in 2016 to allow for diagnostics data to be offloaded from vehicles.

- Network Closet
- Mechanics Shop
- Main Garage

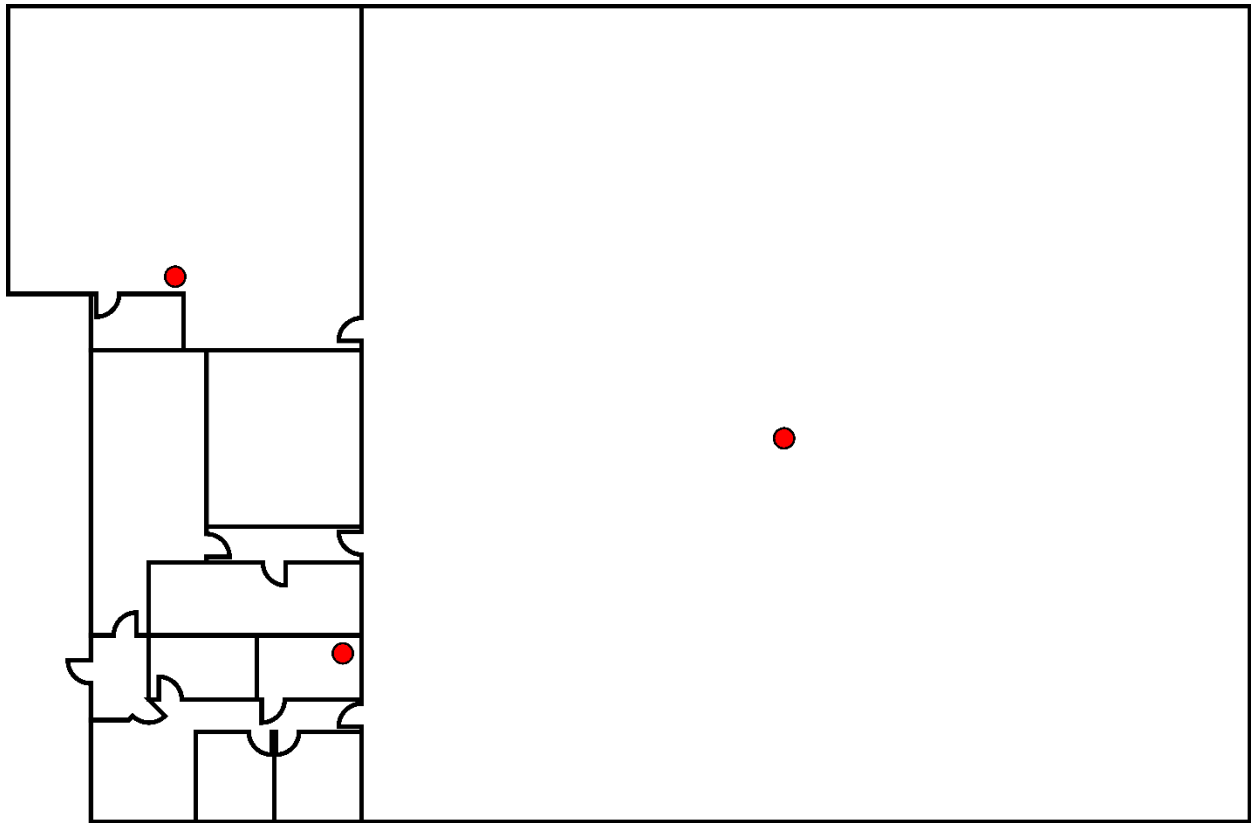


Image 2 Wireless access points in the Public Works building

Networking Lifecycles

Device	Lifecycle
Network Switches	4 – 6 Years
POE Injectors	4 – 6 Years
Wireless Access Points	4 – 6 Years
Modems	3 – 5 Years
Routers	3 – 5 Years
Cabling infrastructure	5 – 10 Years

Internet Service Providers

The Village currently has 4 separate connections which are provided by two separate internet service providers.

Internet Service Provider	Location	Use	Up / Down Speeds
Charter Communications	Municipal Center	Secondary network	5 / 100 Mbps
Charter Communications	Municipal Center	Cable channel network	5 / 100 Mbps
Hoyos Consulting	Municipal Center	Primary network	150 / 150 Mbps ¹
Charter Communications	Public Works	Primary network	5 / 100 Mbps

¹ This is the regular service speed; however, speeds are allowed higher depending on network load.

Chapter 4 – Printers, Scanners, Copiers, and Fax Machines

Printer Inventory

Municipal Center

Item	Department	Type
HP 4014	Administration	Printer
HP 4050	Administration	Printer
Ricoh C4503	Administration	Printer, scanner, copier, fax machine
Ricoh C4503	Administration	Printer, scanner, copier, fax machine
Brother HL-5370DW	Communications & Technology	Printer
HP 4014	Community Development	Printer
FD-4250tn	Fire & Rescue	
FD-Lexmark	Fire & Rescue	
FR-MFC-8480dn	Fire & Rescue	
	Municipal Court	Copier
	Municipal Court	Printer
	Police	Fax Machine
	Police	Scanner
HP281fwd	Police	
PD-Copier-PCL6	Police	Printer, scanner, copier
PD-HP3600n	Police	
PD-HP4	Police	
OR-MFP M130FW	Senior Outreach	
SO-HP 8740	Senior Outreach	

Public Works

Item	Department	
PW-Copier	Public Works	Printer, scanner, copier, fax machine
PW-HP-M604	Public Works	Printer
PW-HP4100n	Public Works	Printer

Chapter 5 - Software and Licenses

MV-RS

Manufacturer: Itron

Description:

This software is used by the Public Works department to read water meters through the entire Village. This software handles the offloading of data from the handheld unit and the information itself. Without this software, the department cannot issue bills to customers and would require reading every meter individually.

Installed Version: v8.3

Install Type: Local workstation, 1 license, 1 simultaneous user. (Other options available)

Install location: Public Works building, 1 computer – VOM-PW-07

Latest Version: v8.7.5

Dependencies: Actian PSQL (Renamed to Zen) v13

Actian PSQL (Renamed to Zen) v13

Manufacturer: Actian Corporation

Description:

A database software required to run MV-RS.

Installed Version: v11

Install Type:

Microsoft Office

Description:

Microsoft's suite of office applications includes Word, Excel, PowerPoint, and Outlook. Additional software such as Publisher and Access may be acquired at an additional cost.

Microsoft Office is critical for the creation, viewing, and editing of documents, spreadsheets, presentations, and email. This software is essential for day-to-day operations.

Licenses for this software are purchased through resellers such as CDWG or Information Technology Professionals. Each of these licenses is registered to the Microsoft Volume Licensing Service Center from which all licenses and relevant downloads can be accessed.

Developer: Microsoft

Installed Version: 2016, 2013

Install Type: Local workstation, 1 license per workstation, unlimited users per workstation

Install Location: Every desktop, tablet, and laptop PC within the Village

Latest Version: 2019 (One-time purchase); 365 (Ongoing subscription)

Microsoft Exchange

Description:

Microsoft Exchange handles the Village's email. While originally hosted locally on a server located in the Municipal Center, in 2018 the Village moved to cloud-based email during a server failure. With the move, the costs for Exchange have switch to a monthly basis.

As of 2019, the cost per license of Exchange is \$4.00 per user per month or \$48 total per year. With 112 licenses, the Village currently pays \$5,376 per year for employee emails.

Licenses are easy to assign or reassign to users as necessary.

Developer: Microsoft

Latest Version: Exchange Online Plan 1 (Subscription)

Caselle Clarity

Caselle Clarity is the primary financial software for the Village handling invoices, payroll, and utility billing. This software runs on the Village's SQL server: VOM-SQL.

Developer: Civic Systems

Installed Version: Caselle Clarity 4.8

Firehouse

Description:

The Fire & Rescue department utilizes this software as a multi-faceted interface for tracking their inventories, vehicle maintenance logs, staff schedules, etc.

Developer: ESO

Installed Version: 7.19.17

Install Type: Local Server, local workstation, 1 license per concurrent user.

Install Location:

Latest Version:

Dependencies: SQL Server

Police Department Software

Add all their software with Madison

Chapter 6 - Phone System

The Village currently utilizes a Mitel-based system for its phone needs. The system, hardware, and software were all purchased through Frontier Communications in 2014.

Phone Inventory

Item	Municipal Center	Library	Public Works
Mitel 5000 PBX	1	0	1
48-port POE network switch	2	1	0
8-port POE Network Switch	0	0	1
Handsets	69	13	6
Conference Phone	1	0	0
Mitel VOIP to analog adapter	1	0	0

Controllers

While there are two controllers, the primary controller at the Municipal Center handles all incoming and outgoing calls and the secondary unit at Public Works only controls the handsets in that building.

Handsets

The Village utilizes two different models of Mitel handsets: 5330 and 5320.

The 5330s offer 3 screens of programable buttons, all of which can be set on a system-wide or per-user basis. Due to the greater functionality, these phones are used at individual workstations.

The 5320s have only a single screen of programmable buttons which are entirely taken up by system presets. Due to this, this model is only used in shared locations such as the main vestibule.

Phone Numbers

The Village currently has 122 telephone numbers which can freely assigned and reassigned as necessary. These numbers include the “general” department numbers, fax numbers, and direct-dial extensions.

Chapter 7 – Audio/Video Systems

Audio/Video Systems Inventory

Municipal center

Item	Quantity
Bogen PCM2000 Paging Controller	1
Bogen Paging Amplifiers	2
Bogen Surface-mount speakers	22?
Lobby Display TV and Mobile display	2
Carousel ### digital signage player	2

Community Room

Item	Quantity
Epson ABCD1234 Projector	1
Amps	3
Speakers	9
Audio Mixer	1
DVD/VHS Player	1

Conference Room A

Item	Quantity
Epson ABCD1234 Projector	1

Training Room

Item	Quantity
Epson ABCD1234 Projector	2
Another projector	1
Amps	1
Speakers	6
Kramer DIP-31 Auto Switcher	1
Blackmagic Design SDI to HDMI converter	2
Datavideo DAC-70 up/down/cross converter	1
Audio Board	1

Cable Channel Equipment Inventory

Camcorders	5
PTZ cameras	6
PTZ camera controllers	1
Servers	4
Audio boards	2
Video switchers	2
Video routers	2

Meeting Rooms

Chapter 8 – Radios

Chapter 9 – Security Systems

Keyless Entry

Security Cameras

Chapter 10 – Disposal of Equipment

The Village strives to ensure that all technology is disposed of in a safe, environmentally friendly manner.

Selling Equipment

Any equipment that is still in serviceable condition may be sold to other public, education, government, or charitable organizations or to Village staff. The recipient of a former Village device will be required to sign an agreement stating that they will not exchange it for profit to any other person, organization, or group and that they may only give the equipment away at no cost.

All equipment will be devoid of software, licenses, operating systems, and data prior to sale. Village staff will not provide support to the purchaser of the equipment. All equipment will be sold in as-is condition and the Village will not accept back any equipment once sold.

Recycling Equipment

When equipment cannot be sold, given away, or is beyond serviceable condition, it will instead be recycled in an appropriate manner. If equipment cannot be recycled for no cost, the funds will be taken from the fund outlined in Chapter 12.

Chapter 11 - Glossary

Lifecycle

The planned duration a device may be in service before it needs to be replaced usually expressed in years.

Lifecycle Devices

A device that is currently between its initial service start date and the end of its lifecycle.

Networking Equipment

This includes any modems, routers, firewalls, network switches, cables, access points, and power injectors that facilitate communication between Village devices and/or external networks.

Non-Lifecycle Devices

A device which has no planned lifecycle. Replacement of these devices are either only once the original fails or not at all.

Peripherals

Any device which requires it be attached to a computer in order to operate. These include mice, keyboards, speakers, headphones, monitors, printers, scanners, and storage devices.

Second Life Devices

A device that has been replaced after reaching the end of its lifecycle but has been left in service or repurposed elsewhere.

Server

A device with is dedicated to handling resources on a network.

Specialized Devices

A specialized device has requirements above and beyond typical specifications.

Trickle-Down Replacements

A replacement schedule where the equipment is replaced in a top-down method where the newest equipment goes to the "highest" ranking member of a department and their replaced equipment "tickles down" the ranks to the next person.

Virtual Machine

A device which is being emulated on another device.

Voice over IP

VOIP

Power-over-Ethernet

Power-over-ethernet, normally referred as POE, is the standard for delivering power and data over a single network cable. This is frequently used to power devices such as security cameras, wireless access points, and VoIP phones.

Printers

A printer is a device which can render digital documents and images into physical mediums.

Scanners

A scanner is a device which can render physical documents and images into a digital file.

Copiers

Copiers are devices which may duplicate or copy an existing physical document without use of another device.

Fax Machines

A fax machine is a device which can scan and send a document or image over a telephone line to another device.

Private Branch Exchange (PBX)

A PBX system facilitates call routing within an organization. This allows for many internal lines to be serviced by fewer external phone lines

Chapter 12 Budgetary Reference

Contained within this section is information on which line-items within the annual budget relate to different forms of technology

Computers	
Computer Peripherals	
Phone System Upkeep Costs	
Phone System Hardware	



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Tuesday, July 23, 2019

SECTION: Business

DEPARTMENT: Communications & Technology

CONTACT:

AGENDA ITEM: Discussion and possible action to implement a community calendar on the Village website.

PREVIOUS ACTION:

ISSUE SUMMARY:

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

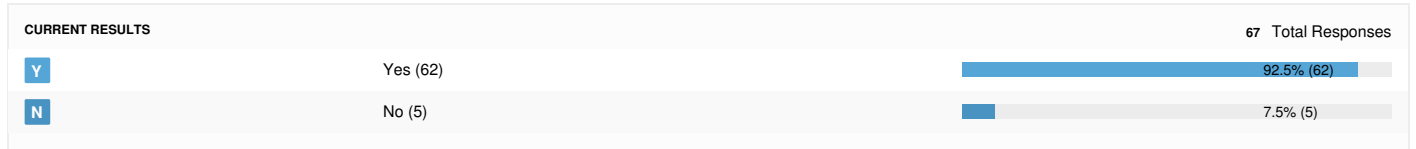
ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. Polco Outcome
2. Community Calendar Policy_v1

Would you like to see a community calendar added to the Village website?



REGISTERED VS NON-REGISTERED

	Y	N
Registered Voters (51)	90.2% (46)	9.8% (5)
Non-Registered Voters (16)	100.0% (16)	-

ALL RESPONDENTS

	Y	N
All respondents (67)	92.5% (62)	7.5% (5)
Registered Voters in McFarland, WI (51)	90.2% (46)	9.8% (5)
Live in McFarland, WI (66) - Self-reported	92.4% (61)	7.6% (5)
Subscribers to McFarland, WI (67)	92.5% (62)	7.5% (5)
Register respondents from anywhere (51)	90.2% (46)	9.8% (5)



DESCRIPTION

Summary

We are asking for your input on whether or not you would find a community calendar useful on the Village's website.

Currently, the Village offers three calendars on their website. One for [Village Board Meetings](#), one for the [Library](#), and one for [Senior Services](#). All of these calendars are very focused on specific events happening in the Village.

One thing the Village doesn't offer is another calendar that shows Village specific events such as parades, festivals, etc. Although many of these events are broadcasted to the Village's [Facebook page](#), we realize not all citizens are on Facebook or may not always see that specific post.

This community calendar would be monitored and updated by the Village and citizens could have the potential to submit events to this calendar with Village staff discretion.

Would you like to see a community calendar added to the Village website?

Yes No

VOTERS GENDER

51 REGISTERED VOTERS

	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> N
F (28)	89.3% (25)	10.7% (3)
M (22)	90.9% (20)	9.1% (2)
Unknown (1)	100.0% (1)	-

SCHOOL DISTRICT

51 REGISTERED VOTERS

	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> N
MCFARLAND SD (51)	90.2% (46)	9.8% (5)

AGE RANGE

51 REGISTERED VOTERS

	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> N
18-29 (2)	100.0% (2)	-
30-39 (12)	91.7% (11)	8.3% (1)
40-49 (8)	87.5% (7)	12.5% (1)
50-59 (4)	75.0% (3)	25.0% (1)
60-69 (13)	84.6% (11)	15.4% (2)
70-79 (2)	100.0% (2)	-
unknown (10)	100.0% (10)	-


CENSUS BLOCK GROUP


51 REGISTERED VOTERS


	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> N
1 (8)	100.0% (8)	-
2 (11)	90.9% (10)	9.1% (1)
3 (4)	75.0% (3)	25.0% (1)
4 (9)	88.9% (8)	11.1% (1)
Unknown (19)	89.5% (17)	10.5% (2)

Would you like to see a community calendar added to the Village website?

Yes No

-
-  **Anonymous user's Opinion** Responded No
Such a calendar would be almost impossible to keep up to date since there are so many activities by so many entities. Village will spend human resources trying to keep the calendar up to date but it will still be incomplete and the information of activities is already available on the social media sites of the entities.

 -  **Anonymous user's Opinion** Responded Yes
If you add a calendar, it MUST be kept up to date. I know many things on the public works site are not kept up to date. Don't add a calendar if you don't have staff to make daily changes!

 -  **Anonymous user's Opinion** Responded Yes
A calendar that has all activities happening in McFarland is needed. There should be a way that organizations contact McFarland govt to have events posted on the calendar

Community Calendar

Purpose

The McFarland Communications & Technology Department is here to serve the Village of McFarland public sphere through multiple communication paths. This document is to provide structure for what can and cannot be posted on the website's community calendar. The calendar will provide information about events happening in the community that are considered cultural, educational, or community-based. Events may be posted subject to the guidelines set forth in this policy.

Community Calendar Posting Guidelines

1. Notices must be emailed to communications@mcfarland.wi.us or dropped off at the McFarland Municipal Center front office during regular hours (M-F, 8 a.m. – 4:30 p.m.)
2. Once notices are emailed or delivered to staff, they will be posted on the community calendar within 24 business hours.
3. Notices will be posted online as early as three months in advanced and for as long as they are current.
4. The Communications and Technology Department will not be held accountable for not including events that they have not been notified for.
5. Priority will be given to local events versus regional events.
6. Events must be open to the public.
7. Religious and political events are permissible for informational purposes or special events; events which have the primary effect to advocate for a single point-of-view will not be posted.
8. Forms of notices unacceptable for posting to the calendar may include, but are not limited to:
 - a. Personal notices/events
 - b. Events whose primary purpose serves as campaign literature
 - c. Commercial or marketing events
9. Special consideration may be permitted for special fundraising events such as raising funds for a cancer patient, non-profit, or similar situation.
10. Posting of events does not imply endorsement by Communications and Technology staff nor any other Village department, board, or committee.
11. The community calendar will remain separate from the already existing calendars on the Village website, i.e. Village Meetings calendar and Senior Outreach calendar.
12. The community calendar is equal opportunity and non-discriminating. Events are considered without regard to the race, color, age, sex, religion, national origin, disability, handicap, marital status, or veteran's status of sponsoring organizations/members.

Continued...

Authority

- Application of these guidelines will be based on the judgement of the Director of the Communications and Technology Department. The decision of the Director may be appealed to the Communications and Technology Committee Trustees.
- The Director reserves the right to limit the type of event accepted on the community calendar to those that it deems to be in good taste and in keeping with the standards of the community and the mission of the Village of McFarland.