

**Village of Colfax  
Board Meeting  
Monday, January 10, 2022  
7:00 p.m.**

**Village Hall, 613 Main Street, Colfax, WI 54730**

**Join Zoom Meeting**

<https://us06web.zoom.us/j/89075508856?pwd=NHBBQUpHNVPqbENNNjVYazNsajRTUT09>

Meeting ID: 890 7550 8856      Passcode: E2998v

Any questions on logging into the meeting call or email

Lynn Niggemann, 715-308-9986 or [clerktreasurer@villageofcolfaxwi.org](mailto:clerktreasurer@villageofcolfaxwi.org).

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comments
5. Communications from the Village President
6. Consent Agenda
  - a. Regular Board Meeting Minutes – December 27<sup>th</sup>, 2021
  - b. Review Statement of Bills –December 27<sup>th</sup>, 2021 to January 9<sup>th</sup>, 2022
  - c. Training Request – Require Training
    - i. Public Works – Blood Borne Pathogens and Field Training
      - Rand Bates & Don Logslett
    - ii. Police – Blood Borne Pathogens Training
      - Bill Anderson and Ryan Strzok
    - iii. Administration Staff – Blood Borne Pathogens Training
      - Sheila Riemer, Lynn Niggemann and Lisa Bragg-Hurlburt
  - d. Facility Rental - none
  - e. Licenses – 2022 Secondhand Jewelry Dealer License – Nancy and Mark Mouledoux – Twice Blessed Treasures
7. Consideration Items
  - a. Landfill Monitoring Agreement – CBS Squared 2022-2023
  - b. Dixon Engineering Agreement – T-Mobile Tower Maintenance (reimburse all fees)
  - c. Charter Communication/Spectrum Agreement Discussion (*Added documentation 1-10-22*)
  - d. Board Pay Review and Consideration –Attorney Response
8. Committee/Department Reports – (no action)
  - a. Rescue Squad – December Report
  - b. December Building Permits
    - i. Weber Inspections
  - c. ACT Report
  - d. Thank you – Loretta Logslett Family
9. Adjourn

Any person who has a qualifying disability as defined by the American With Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact: Lynn M. Niggemann - Clerk-Treasurer, 613 Main Street, Colfax, WI (715) 962-3311 by 2:00 p.m. the day prior to the meeting so that any necessary arrangements can be made to accommodate each request.

It is possible that members of and possibly a quorum of members of the 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.

## **Village Board Meeting – December 27<sup>th</sup>, 2021**

On December 27<sup>th</sup>, 2021, the Village Board meeting was held at 7:00 p.m. at the Colfax Village Hall, 613 Main Street, Colfax, WI. Members present: Trustees Stene, Albricht, M. Burcham, Rud, Jenson and Prince. Excused: Trustees Davis. Others present included Library Director Bragg-Hurlburt, Administrator-Clerk-Treasurer Niggemann and LeAnn Ralph with the Messenger (online).

### **Minutes**

**Regular Board Meeting December 13<sup>th</sup>, 2021** - A motion was made by Trustee Stene and seconded by Trustee Prince to approve the Regular Board meeting minutes from December 13<sup>th</sup>, 2021. A voice vote was taken with all members voting in favor. Motion carried.

**Review Statement of Bills –December 13<sup>th</sup>, 2021 to December 26<sup>th</sup>, 2021-** A motion was made by Trustee M. Burcham and seconded by Trustee Rud to approve the Statement of Bills for December 13<sup>th</sup>, 2021 to December 26<sup>th</sup>, 2021. A voice vote was taken with all members voting in favor. Motion carried.

**Training Request** – none

**Facility Rental** – none

**Licenses** – none

### **Consideration Items**

**Elevator Project Fund Balance Update – Lisa Bragg-Hurlburt** – Bragg-Hurlburt updated the Village Board as to how the fund raising was going. Donations over the last four years totals \$55,197.98 plus there are pledges totaling \$45,000 bringing the total funds for the elevator project to \$100,197.98. Cedar Corporation has been working with the state to see if our project qualifies for a Community Development Block Planning Grant. At this time the Elevator Committee does not have a final response as to if the project qualifies for the Planning Grant.

**Main Street Parking – Colfax Post Office** – The Colfax Post office contacted Village Hall regarding parking on Main Street. It seems that some of the businesses on Main Street are occupying the parking spaces in front of the Post Office. Unfortunately, the Post Master did not provide anything in writing and apparently was not able to attend the meeting to advise what it is she is specifically requesting. Niggemann has provided copies of the ordinances related to parking and can assume that the Post Master is requesting at least one space to be considered for a ten or fifteen minute parking rather than two-hour parking and possibly contact the tenants and business owners requesting that they try to leave the Main Street parking for the customers and the tenants and business owners can parking on the side streets. The topic has been referred to the Streets committee for review. In the meantime Niggemann should send letters to the tenants and business owners reminding them of the current ordinances and ask that they leave Main Street parking available for customer parking.

**Election Inspector List – 2022 to 2023** – Niggemann explained that every two years it is required to have an Election Official List approved by the Board accepting the candidates that have agreed to get the appropriate training to work the elections as well as be available to work during the elections. The Village received a list of individuals that are registered with the Republican Party, but did not receive a list from the Democratic Party. Niggemann explained that the appropriate action would be to approve the list with the addition of Nancy Mouledoux as she was inadvertently missed. A motion was made by Trustee M. Burcham and seconded by Trustee Jenson to approve the 2022-2023 Election Inspector List with the addition of Nancy Mouledoux. A voice vote was taken with all members voting in favor. Motion carried.

For the record the 2022 – 2023 Election Inspectors are Diane Hodgson, Abbie Hartung, Katherine Rieder, Ruth Hill, Kathy Dunbar, Carey Davis, Richard Olson, Gary Stene, Barbara Black and Nancy Mouledoux.

**Hunting on the Village Properties by the Colfax Collection site** – Niggemann provided a memo identifying the options that the Village Board has, allow hunting, allow hunting except days when the collection site is open, or do not allow hunting. A motion was made by Trustee Stene and seconded by Trustee Prince to allow hunting on

the Village properties at the Colfax Collection sites. Voting For: Trustees Stene, Prince, Rud, Jenson and Albricht. Voting Against: M. Burcham. Motion carried.

**Update of Dunn Street Project – 2022 Construction** – Niggemann explained that Bates and Niggemann met with Gareth Shambeau from Ayres Associates regarding the 2022 Dunn Street project. During the meeting the utility maps were reviewed and concerns were addressed. The timeline was discussed to assure timelines would be favorable for the potential construction in Phase Two of East View Development. The project will be let out for bid in January with a February deadline and the Board would award the bid at the March 14<sup>th</sup>, 2022 meeting. Early spring construction project with a completion date no later than July 15<sup>th</sup>, 2022.

**Memorial Bench – approximate cost \$200** – Niggemann explained that at the prior meeting the Board had asked for an estimated price to have a memorial bench installed at the Red Cedar Conservation Reserve. The price has been estimated at approximately \$200. A motion was made by Trustee M. Burcham and seconded by Trustee Rud to approve the purchase of a memorial bench for Mark Halpin. A voice vote was taken with all members voting in favor. Motion carried.

**Resolution 2021-21 – One meeting vs two meetings per month beginning January 2022 for a one year trial period**- The Board discussed the pros and cons of one meeting per month. One pro is freeing up time for the Village Hall, allowing more time to prepare for each meeting and one of the cons is that the Board may not be as up to date or be able to make timely decisions when necessary. A motion was made by Trustee M. Burcham and seconded by Trustee Stene to approve Resolution 2021-21 approving one meeting per month for 2022 unless determined that one meeting per month is not working as well as hoped. Voting For: Trustees M. Burcham, Rud, Prince, Stene and Albricht. Voting Against: Trustee Jenson. Motion carried.

**Resolution 2021-22 – Consider changing the Board Trustee Pay from \$20 per meeting to \$40 per meeting** – A motion was made by Trustee Stene. After a little more discussion; Trustee Stene rescinded his motion to allow additional research and verification from the Village attorney regarding the process of how the Board can change the rate of pay per meeting and when the changes would take effect. Discussion topics included: What happens if there is a special meeting? Is a special meeting considered a Board meeting? What is the pay for the committee meetings? Are committee meetings with the Board a Whole considered Board meetings?

**Public Comments** - none.

**Adjourn** – A motion was made by Trustee M. Burcham and seconded by Trustee Rud to adjourn the meeting at 7:45 p.m. A voice vote was taken with all members voting in favor. Meeting Adjourned.

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Jody Albricht, Village President

Attest:

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Lynn Niggemann  
Administrator-Clerk-Treasurer

## POOLED CHECKING ACCOUNT

## Accounting Checks

Posted From: 12/27/2021 From Account:  
Thru: 1/09/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
XCEL	1/03/2022	XCEL ENERGY	3,899.16
77734	12/30/2021	24-7 TELCOM	24.95
77735	12/30/2021	ADAM'S AUTO REPAIR	492.32
77736	12/30/2021	ARAMARK UNIFORM SERVICE, INC	182.64
77737	12/30/2021	AT&T MOBILITY	550.36
77738	12/30/2021	AYRES ASSOCIATES	7,170.00
77739	12/30/2021	BIG RIG TOWING & TRANSPORT LLC	525.00
77740	12/30/2021	BOBCAT PLUS	83.23
77741	12/30/2021	CAPITAL ONE	127.94
77742	12/30/2021	CEDAR CORPORATION	322.50
77743	12/30/2021	CENTURY LINK	118.44
77744	12/30/2021	CHARTER COMMUNICATIONS	142.97
77745	12/30/2021	CHILSON'S CORNER MOTORS	1,728.85
77746	12/30/2021	CITY OF EAU CLAIRE FIRE & RESC	50.00
77747	12/30/2021	CITY OF MENOMONIE INTERCEPT	250.00
77748	12/30/2021	CLEAR VIEW AUTO GLASS INC	305.00
77749	12/30/2021	DOMINION VOTING SYSTEMS, INC	6,699.00
77750	12/30/2021	E.O. JOHNSON	37.80
77751	12/30/2021	HAWKINS, INC.	1,344.67
77752	12/30/2021	HUEBSCH	112.56
77753	12/30/2021	MENARDS-EAU CLAIRE	95.90
77754	12/30/2021	MISSISSIPPI WELDERS SUPPLY CO.	145.28
77755	12/30/2021	RONCO ENGINEERING	331.05
77756	12/30/2021	SHEILA RIEMER	31.58
77757	12/30/2021	T-MOBILE	205.80
77758	12/30/2021	WOODS RUN FOREST PRODUCTS	28.11
77759	1/01/2022	HEALTH TRADITION HEALTH PLAN	11,740.09
77760	12/30/2021	COLFAX SCHOOLS	5,333.67
AFLAC	12/30/2021	AFLAC	598.22
EFTPS	1/06/2022	EFTPS-FEDERAL-SS-MEDICARE	6,157.66
WIDOR	1/06/2022	WI DEPARTMENT OF REVENUE	1,154.36
WIETF	1/04/2022	WI DEPT OF EMPLOYEE TRUST FUNDS	6,915.61
CHARTER	12/31/2021	CHARTER COMMUNICATIONS	619.05

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 12/27/2021 From Account:  
Thru: 1/09/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
WIDCOMP	1/06/2022	WISCONSIN DEFERRED COMPENSATION	240.00
PRINCIPAL	1/01/2022	PRINCIPAL LIFE INS. CO.	825.36
Grand Total			58,589.13

CLASS: BLOODBORNE PATHOGENS/HAZARD COMMUNICATION/CONTROL OF  
HAZARDOUS ENERGY

DATE: TUESDAY, FEBRUARY 1, 2022

START TIME: 8:00 AM

LOCATION: BOYCEVILLE COMMUNITY CENTER, 1233 CHARLOTTE STREET

## Meeting / Continuing Education Travel / Meeting Request Form

Name Rand Bates/Don Logslett  
Date Feb 1, 2022

Position PW Director/PW Laborer  
Department Public Works  
Estimated Costs \$70 each = \$140+fuel =\$170  
Employee IS / not required to attend

Date(s) of meeting Feb 1, 2022

Name of Requested meeting Bloodborne Annual Refresher Training

**How will this improve your ability to perform your job?**

Training per state requirements - Public Works are required to attend a full day of blood pathogens annually and other in field training.

**What alternatives are there to attending this meeting?** (In- house resources, literature review, participation in meetings closer to Eau Claire, etc.) A different date and location would be the only alternative.

**How will you share what you have learned with others?** Implementation of any requirements and/or being able to handle an emergency situation safely.

Please include any additional comments on the back of this form

Expense Estimate:	\$170.00	X	Requested	Approved
Tuition / Registration	\$140.00	*Are others attending this meeting		YES / NO
Mileage / Airfare	Village Vehicle (fuel cost) (If yes, list names) listed above			
Lodging	NA			
*Would like the Registration Fee Miscellaneous pre paid and mailed with your registration YES / NO				
Total	Approximately \$170.00			
Time Request:	YES	X	Requested	Approved
Number of days absent:	approximately 1/2 day			
From Work Setting	1/2 day			
Vacation	NA			
Paid Conference Time	YES			
Absent Without Pay (own time)	NA			
Other	NA			

**A COPY OF THE MEETING DESCRIPTION AND AGENDA  
MUST BE ATTACHED TO THIS REQUEST**

Supervisor Lynn Niggemann

Date 1/7/2021

## Meeting / Continuing Education Travel / Meeting Request Form

Name Bill Anderson/Ryan Strzok  
Date February 1, 2022

Position Police Chief/Police Patrol  
Department Police  
Estimated Costs \$70 each = \$140+fuel = \$170  
Employee IS / not required to attend

Date(s) of meeting February 1, 2022

Name of Requested meeting Annual Refresher Training

**How will this improve your ability to perform your job?**

State requires training through a registered safety program. The Police are required to attend blood borne pathogens annually and there are additional topics covered usually related to reporting of injuries or other administrative topics.

**What alternatives are there to attending this meeting?** (In- house resources, literature review, participation in meetings closer to Eau Claire, etc.) A different date and location would be the only alternative.

**How will you share what you have learned with others?** Implementation of any requirements and/or being able to handle an emergency situation safely.

Please include any additional comments on the back of this form

Expense Estimate:	\$170.00	X	Requested	Approved
Tuition / Registration	\$140.00	*Are others attending this meeting		YES / NO
Mileage / Airfare	<b>Village Vehicle (fuel cost)</b>	(If yes, list names) listed above		
Lodging	NA			
*Would like the Registration Fee Miscellaneous pre paid and mailed with your registration YES / NO				
Total	Approximately \$170.00			
Time Request:	YES	X	Requested	Approved
Number of days absent:	approximately 1/2 day			
From Work Setting	1/2 day			
Vacation	NA			
Paid Conference Time	YES			
Absent Without Pay (own time)	NA			
Other	NA			

**A COPY OF THE MEETING DESCRIPTION AND AGENDA  
MUST BE ATTACHED TO THIS REQUEST**

Supervisor Lynn Niggemann

Date 1/7/2021



## Meeting / Continuing Education Travel / Meeting Request Form

Name Sheila Riemer/Lynn Niggemann/Lisa Bragg-Hurlburt Position D.Clerk-Treas/ACT/Library Director  
 Date February 1, 2022 Department Admin & Library  
 Date(s) of meeting February 1, 2022 Estimated Costs \$70 each = \$210+fuel =\$240  
 Employee **IS** / not required to attend

Name of Requested meeting Annual Refresher Training

**How will this improve your ability to perform your job?**

State requires training through a registered safety program. The Police are required to attend blood borne pathogens annually and there are additional topics covered usually related to reporting of injuries or other administrative topics.

**What alternatives are there to attending this meeting?** (In- house resources, literature review, participation in meetings closer to Eau Claire, etc.) A different date and location would be the only alternative.

**How will you share what you have learned with others?** Implementation of any requirements and/or being able to handle an emergency situation safely.

Please include any additional comments on the back of this form

Expense Estimate:	\$240.00	X Requested	Approved
Tuition / Registration	\$210.00	*Are others attending this meeting	<b>YES / NO</b>
Mileage / Airfare	<b>Village Vehicle (fuel cost)</b>	(If yes, list names) listed above	
Lodging	NA		
*Would like the Registration Fee Miscellaneous pre paid and mailed with your registration <b>YES / NO</b>			
Total	Approximately \$240.00		
Time Request:	<b>YES</b>	X Requested	Approved
Number of days absent:	approximately 1/2 day		
From Work Setting	1/2 day		
Vacation	NA		
Paid Conference Time	YES		
Absent Without Pay (own time)	NA		
Other	NA		

**A COPY OF THE MEETING DESCRIPTION AND AGENDA  
MUST BE ATTACHED TO THIS REQUEST**

Supervisor *Lynn Niggemann* Date 1/7/21

# Village of Colfax

Box 417 - Colfax, Wisconsin 54730 – Phone 715-962-3311  
Fax 715-962-2221

Jody Albricht, President  
Lynn Niggemann, Administrator-Clerk-Treasurer

## APPLICATION FOR SECONDHAND JEWELRY DEALER

Date: 1/6/2022

Name: NANCY AND MARK MOULEDOUX

Business: TWICE BLESSED TREASURES

Address: 605 MAIN ST., COLFAX, WI 54730 (P.O. BOX 199)

Phone: (715) 309-9350

Seller's Permit No: \_\_\_\_\_

NONREFUNDABLE FEE: \$30.00  
RECEIPT # CK 2496

Nancy Adam Mouldoux  
Applicant's Signature

Police Chief Notification: 

## CBS Squared Inc.

### Agreement for Professional Services

This agreement is effective as of December 20th, 2021 between the Village of Colfax (Client) and CBS Squared, Inc. (Consultant).

In accordance with the Master Agreement dated September 12<sup>th</sup>, 2016, this letter agreement describes the scope, schedule, and payment conditions for Consultant's work on the Project described in the scope of services below.

**SCOPE:** Consultant understands that the Client is requesting landfill engineering services for calendar years 2022-2023 monitoring. Consultant will provide monitoring of four ground water wells at the landfill and two private wells located down gradient of the landfill. Consultant will conduct monitoring in accordance of the April 12, 2002 Expedited Plan Modification Acknowledgement letter.

**PAYMENT:** The Project will be invoiced based on the percent of services completed and including reimbursable expenses. Mileage will be invoiced at allowed federal rates. If additional services are required or requested, the Consultant will submit an estimate of additional costs prior to commencement of the proposed work. No additional work will be performed until the amendment has been approved and signed by the Owner and Consultant. The payment method, basis, frequency, and other special conditions are set forth below:

#### Lump Sum Basis

The Client agrees to a lump sum payment of \$8,500 for services to complete the project. The Client shall be invoiced on a monthly basis, based on the percent of work completed, plus any reimbursable expenses that have been assigned to the Project. The Client shall pay the Consultant on a monthly basis. Consultant's fee assumes that subcontracted laboratory analytical services to not increase more than 5% each year.

#### Expenses

The following items represent reimbursable expenses by Consultant's employees or professional consultants on behalf of the Client providing the same are required to perform the work contracted for and shall be paid for as described in the Agreement.

1. Transportation and travel expenses (mileage).
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expenses connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, reports, plan and specification reproduction expenses.
6. Postage, handling, and specific delivery services.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.



9. Any sales tax or use tax (excluding specifically income tax) levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project, including but not limited to, additional project specific insurance requirements.
11. The cost of special consultants or technical services (not already included in contracted fees) as required. The cost of sub-consultant services shall include actual expenditure plus 10% markup for the cost of administration and associated insurance.

**Equipment Utilization**

The utilization of specialized equipment, including automation (survey equipment, reproduction equipment etc.), is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

**AGREEMENT SUMMARY:** This Agreement for Professional Services, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant within this document. The Agreement for Professional Services (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party, within fifteen (15) calendar days of notification by either party.

The contract is between the following representatives:

**Client's Representative: Lynn Niggemann, Administrator/Clerk/Treasurer**  
**Address: Village of Colfax, 613 Main Street, PO Box 417 Colfax, WI 54730**  
**Telephone: 715962.3311 e-mail: clerktreasurer@villageofcolfaxwi.org**

**Project Manager: Tyler Hastings, PE**  
**Address: 770 Technology Way Suite 1A, Chippewa Falls, WI 54729**  
**Telephone: 715.505.8633 email: thastings@cbssquaredinc.com**

**CBS Squared, Inc.**

**Village of Colfax**

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

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

**Title: John Beckfield, Vice President**

**Title: Lynn Niggemann, Administrator/Clerk/Treasurer**





# DIXON

ENGINEERING & INSPECTION SERVICES  
FOR THE COATING INDUSTRY

4811 S. 76th Street  
Suite 109  
Greenfield, WI 53220  
Telephone: (414) 529-1859  
Fax: (414) 282-7830

## Proposal/Contract Agreement for Antennas

*T-Mobile Upgrade (A1N0803G)*

*Colfax, Wisconsin Water Tower #49-17-01-01*

The Proposal is between Dixon Engineering, Inc. (DIXON) and Village of Colfax, Wisconsin (OWNER) to contract with DIXON for technical services for T-Mobile (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

### 1.01 Payment

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of Five Thousand Eight Hundred dollars \$5,800. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

### 2.01 SCOPE OF SERVICES

Design Review, Attend a Precon Meeting, and Installation Inspections

### 3.01 SIGNATURES

Joseph T. Hoban, P.E.  
PROPOSED by DIXON (Not a contract until approved by an officer)

January 7, 2022  
PROPOSAL DATE

\_\_\_\_\_  
CONTRACT APPROVED by OWNER                      POSITION                      DATE

\_\_\_\_\_  
CO SIGNATURE (if required)                      POSITION                      DATE

\_\_\_\_\_  
CONTRACT APPROVED by DIXON OFFICER                      EFFECTIVE CONTRACT DATE

#### 4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

#### 5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
    - b. By DIXON upon seven days written notice:
      - 1) If Owner fails to pay invoices by 60 days.
      - 2) Upon seven (7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
      - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
      - 4) DIXON shall have no liability to Owner on account of such termination.

2. For Convenience,
  - a. By OWNER effective upon the receipt of notice by DIXON.

B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 6.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 7.01 Successors, Assigns, and Beneficiaries

A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

#### 8.01 General Considerations

A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

- D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
- F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

#### 8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

#### 8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.



**SCHEDULE A**

*T-Mobile Upgrade (A1N0803G)  
Colfax, Wisconsin Water Tower #49-17-01-01*

- I. Design Drawings and Structural Calculations Review:
  - a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal are included.
  
- II. Site Work for:
  - a. Attend and participate in a Preconstruction Meeting.
  - b. Perform Installation Inspections as the project progresses and a final post inspection to compare with design criteria. These inspections include a letter report and photographs.

**SCHEDULE B**

*T-Mobile Upgrade (A1N0803G)  
Colfax, Wisconsin Water Tower #49-17-01-01*

**I. PAYMENT**

- a. When service is rendered Owner shall pay DIXON the following line item prices:
  - i. Schedule A, Item I, Design Drawings and Structural Calculations Review, the lump sum of **\$1,750**.
  
- b. Owner shall pay DIXON the following line items times the number of units used:
  - i. Schedule A, Item II
    - 1. **(1)** Preconstruction Meeting **\$1,350** per meeting
    - 2. **(2)** Installation Inspections **\$1,350** per inspection (\$2,700 Total)

**II. INVOICES**

- a. Invoices will be compiled monthly.
  
- b. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

**Attachment C  
Employee Billable Rates and Terms  
Antennas**

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate*</u>
Principal	\$285.00	
Project Manager	\$170.00	\$255.00
Engineer	\$175.00	\$265.00
CWI Welding RPR	\$187.00	\$280.00
DIXON Level 3 or NACE certified Level 3 RPR	\$117.00-\$155.00	\$176.00-\$232.00
DIXON Level 2 or NACE Level 2 RPR	\$103.00-\$130.00	\$154.00-\$195.00
DIXON Level 1 or NACE Level 1 RPR	\$96.00-\$107.00	\$144.00-\$160.00
Contract Support Staff	\$123.00-\$150.00	\$185.00-\$225.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$140.00 per diem	\$130.00 per diem
Meals	\$52.00 per diem	\$48.00 per diem

**FEES EFFECTIVE THROUGH: December 31, 2022 (Revised: 8/16/2021)**

# Village of Colfax

Date: January 10, 2022

To: Village Board

From: Lynn Niggemann, Administrator-Clerk-Treasurer

Re: Charter Franchise Agreement/Ordinance

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There was request to see if we have an active agreement in place with Charter Communications/Spectrum.

In 1998 the Village had a franchise agreement effective for 15 years. Since the franchise agreements at a local level, the State of Wisconsin Department of Financial Institution implemented Wisconsin State Statute 64.0420 regulating the video providers at a state level and dissolving local agreements.

Any agreements that a provider has would have would be directly related to an individual or business and Charter. These agreements generally relate to Charter providing an updated service for a discounted rate as long as the individual or business agreed to a service contract for a certain period of time. These agreements would have an opt-out clause, but would usually involve a financial payment to do so.

If a provider is interested in servicing our municipality, they would need to be licensed with the state and any other agencies required by law. They also must request permission from the State to service our community. Until those steps occur, the provider would not be able to provide that community with service.

• WI State Statute effective 1/9/2008

• no local agreements are allowed any longer.

**66.0420 Video service.**

(1) LEGISLATIVE FINDINGS. The legislature finds all of the following:

- (a) Video service brings important daily benefits to state residents by providing news, education, and entertainment.
- (b) Uniform regulation of all video service providers by this state is necessary to ensure that state residents receive adequate and efficient video service and to protect and promote the public health, safety, and welfare.
- (c) Fair competition in the provision of video service will result in new and more video programming choices for consumers in this state, and a number of providers have stated their desire to provide that service.
- (d) Timely entry into the market is critical for new entrants seeking to compete with existing providers.
- (e) This state's economy would be enhanced by additional investment in communications and video programming infrastructure by existing and new providers of video service.
- (f) Minimal regulation of all providers of video service within a uniform framework will promote the investment described in par. (e).
- (g) Ensuring that existing providers of video service are subject to the same regulatory requirements and procedures as new entrants will ensure fair competition among all providers.
- (h) This section is an enactment of statewide concern for the purpose of providing uniform regulation of video service that promotes investment in communications and video infrastructures and the continued development of this state's video service marketplace within a framework that is fair and equitable to all providers.

(2) DEFINITIONS. In this section:

- (a) "Affiliate," when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with such person.
- (b) "Basic local exchange service area" means the area on file with the public service commission in which a telecommunications video service provider provides basic local exchange service, as defined in s. 196.01 (1g).
- (c) "Cable franchise" means a franchise granted under s. 66.0419 (3) (b), 2005 stats.
- (d) "Cable operator" has the meaning given in 47 USC 522 (5).
- (e) "Cable service" has the meaning given in 47 USC 522 (6).
- (f) "Cable system" has the meaning given in 47 USC 522 (7).
- (g) Except as provided in sub. (8) (ag), "department" means the department of financial institutions.
- (h) "FCC" means the federal communications commission.
- (i) "Franchise fee" has the meaning given in 47 USC 542 (g), and includes any compensation required under s. 66.0425.
- (j)
  - 1. "Gross receipts" means all revenues received by and paid to a video service provider by subscribers residing within a municipality for video service, or received from advertisers, including all of the following:
    - a. Recurring charges for video service.
    - b. Event-based charges for video service, including pay-per-view and video-on-demand charges.
    - c. Rental of set top boxes and other video service equipment.
    - d. Service charges related to the provision of video service, including activation, installation, repair, and maintenance charges.
    - e. Administrative charges related to the provision of video service, including service order and service termination charges.
    - f. Revenues received from the provision of home shopping or similar programming.

- g.** All revenue, except for refunds, rebates, and discounts, derived by the video service provider for advertising over its video service network to subscribers within a municipality. If such revenue is derived under a regional or national compensation contract or arrangement between the video service provider and one or more advertisers or advertising representatives, the amount of revenue derived for a municipality shall be determined by multiplying the total revenue derived under the contract or arrangement by the percentage resulting from dividing the number of subscribers in the municipality by the total number of regional or national subscribers that potentially receive the advertising under the contract or arrangement.
- 2.** Notwithstanding subd. 1., "gross receipts" does not include any of the following:
    - a.** Discounts, refunds, and other price adjustments that reduce the amount of compensation received by a video service provider.
    - b.** Uncollectible fees, except that any uncollectible fees that are written off as bad debt but subsequently collected shall be included as gross receipts in the period collected, less the expenses of collection.
    - c.** Late payment charges.
    - e.** Amounts billed to video service subscribers to recover taxes, fees, surcharges or assessments of general applicability or otherwise collected by a video service provider from video service subscribers for pass through to any federal, state, or local government agency, including video service provider fees and regulatory fees paid to the FCC under 47 USC 159.
    - f.** Revenue from the sale of capital assets or surplus equipment not used by the purchaser to receive video service from the seller of those assets or surplus equipment.
    - g.** Charges, other than those described in subd. 1., that are aggregated or bundled with amounts described in subd. 1., including but not limited to any revenues received by a video service provider or its affiliates for telecommunications services, information services, or the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing, if a video service provider can reasonably identify such charges on books and records kept in the regular course of business or by other reasonable means.
    - h.** Reimbursement by programmers of marketing costs actually incurred by a video service provider.
  - (k)** "Household" means a house, apartment, mobile home, group of rooms, or single room that is intended for occupancy as separate living quarters. For purposes of this paragraph, "separate living quarters" are those in which the occupants live and eat separately from any other persons in the building and which have direct access from the outside of the building or through a common hall.
  - (L)** "Incumbent cable operator" means a person who, immediately before January 9, 2008, was providing cable service under a cable franchise, expired cable franchise, or cable franchise extension, or under an ordinance or resolution adopted or enacted by a municipality.
  - (m)** "Institutional network" means a network that connects governmental, educational, and community institutions.
  - (n)** "Interim cable operator" means an incumbent cable operator that elects to continue to provide cable service under a cable franchise as specified in sub. (3) (b) 2. a.
  - (p)** "Large telecommunications video service provider" means a telecommunications video service provider that, on January 1, 2007, had more than 500,000 basic local exchange access lines in this state or an affiliate of such a telecommunication video service provider.
  - (r)** "Municipality" means a city, village, or town.
  - (s)** "PEG channel" means a channel designated for public, educational, or governmental use.
  - (sm)** "Qualified cable operator" means any of the following:
    - 1.** A cable operator that has been providing cable service in this state for at least 3 years prior to applying for a video service franchise and that has never had a cable franchise revoked by a municipality.
    - 2.** An affiliate of a cable operator specified in subd. 1.
    - 3.** A cable operator that, on the date that it applies for a video service franchise, individually or together with its affiliates or parent company, is one of the 10 largest cable operators in the United States as determined by

data collected and reported by the FCC or determined by information available to the public through a national trade association representing cable operators.

- (t) "Service tier" means a category of video service for which a separate rate is charged.
- (u) "State agency" means any board, commission, department, or office in the state government.
- (um) "Telecommunications utility" has the meaning given in s. 196.01 (10).
- (v) "Telecommunications video service provider" means a video service provider that uses facilities for providing telecommunications service, as defined in s. 196.01 (9m), also to provide video service.
- (w) "Video franchise area" means the area or areas described in an application for a video service franchise under sub. (3) (d) 2.
- (x) "Video programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.
- (y) "Video service" means any video programming service, cable service, or service provided via an open video system that complies with 47 USC 573, that is provided through facilities located at least in part in public rights-of-way, without regard to delivery technology, including Internet protocol technology or any other technology. "Video service" does not include any of the following:
  1. Video programming provided by a commercial mobile radio service provider, as defined in s. 196.01 (2g).
  2. Video programming provided solely as part of and via a service that enables users to access content, information, electronic mail, or any other service offered over the public Internet.
- (z) "Video service franchise" means a franchise issued under sub. (3) (f) 2.
- (zb) "Video service network" means wireline facilities, or any component thereof, located at least in part in the public right-of-way that deliver video service, without regard to delivery technology, including Internet protocol technology or any other technology. "Video service network" includes a cable system.
- (zg) "Video service provider" means a person, including an incumbent cable operator, who is issued a video service franchise or a successor or assign of such a person.
- (zm) "Video service provider fee" means the fee paid by a video service provider under sub. (7).

**(3) AUTHORITY TO PROVIDE VIDEO SERVICE.**

(a) *In general.* Except for an interim cable operator, and except as provided in par. (c) and sub. (11), no person may provide video service in this state unless the department has issued a video service franchise to the person and the person has provided the notice required under par. (h).

(b) *Incumbent cable operators.*

1. A municipality may not renew or extend the cable franchise of an incumbent cable operator that expires after January 9, 2008.
2. An incumbent cable operator may do one of the following:
  - a. Continue to provide cable service as an interim cable operator until the cable franchise expires.
  - b. Apply for a video service franchise. If an incumbent cable operator applies for a video service franchise, the cable franchise shall terminate and have no effect upon issuance of the video service franchise. Upon termination of the cable franchise, the municipality that granted the franchise shall, at the request of the incumbent cable operator, surrender, return, or take such other action as may be necessary to nullify any bond, letter of credit, or similar instrument intended to secure the performance of the incumbent cable operator under the cable franchise.
3. An incumbent cable operator whose cable franchise expires after January 9, 2008, may not, after expiration of the cable franchise, provide video service in this state unless the incumbent cable operator applies for a video service franchise under subd. 2. b. and, upon issuance of the video service franchise, provides the notice required under par. (h). An incumbent cable operator whose cable franchise expired before January 9, 2008, and who was providing cable service immediately before January 9, 2008, may continue to provide cable service if, no later than March 1, 2008, the incumbent cable operator applies for a video service franchise under subd. 2. b.

(c) *Other providers.* A person, other than an incumbent cable operator, who was providing video service immediately before January 9, 2008, may provide video service without a video service franchise issued by the department. This paragraph ceases to apply to such a person if the person does not apply for a video service franchise no later than March 1, 2008.

(d) *Application.* An applicant for a video service franchise shall submit an application to the department that consists of all of the following:

1. The location and telephone number of the applicant's principal place of business, the names of the principal executive officers of the applicant, and the names of any persons authorized to represent the applicant before the department.
2. A description of the area or areas of the state in which the applicant intends to provide video service.
3. The date on which the applicant intends to begin providing video service in the video franchise area.
4. An affidavit signed by an officer or general partner of the applicant that affirms all of the following:
  - a. That the applicant has filed or will timely file with the FCC all forms required by the FCC in advance of offering video service.
  - b. That the applicant agrees to comply with this section and all applicable federal statutes and regulations.
  - c. That the applicant is legally, financially, and technically qualified to provide video service.
5. A description of the services that the applicant proposes to provide.

(e) *Service upon municipalities.*

1. At the time that an applicant submits an application under par. (d), or a video service provider submits a notification regarding a modification to an application under par. (j), to the department, the applicant or video service provider shall serve a copy of the application or notification on each municipality in the video franchise area.
2.
  - a. This subdivision applies only to a municipality that, under subd. 1., is served a copy of an application or that, under subd. 1., is served a copy of a notification relating to an expansion of the area or areas of the state in which a video service provider intends to provide video service, if the municipality has not previously been served a copy of an application under subd. 1. by that video service provider.
  - b. If a municipality specified in subd. 2. a. has granted any cable franchise that is in effect immediately before January 9, 2008, the municipality shall, no later than 10 business days after receipt of the copy, notify the applicant in writing of the number of PEG channels for which incumbent cable operators are required to provide channel capacity in the municipality, the amount and type of monetary support for access facilities for PEG channels required of incumbent cable operators as described in sub. (7) (em), and the percentage of revenues that incumbent cable operators are required to pay the municipality as franchise fees.

(f) *Department duties.*

1. After the filing of an application, the department shall notify the applicant in writing as to whether the application is complete and, if the department has determined that the application is not complete, the department shall state the reasons for the determination.
2. After the filing of an application that the department has determined is complete, the department shall determine whether an applicant is legally, financially, and technically qualified to provide video service. If the department determines that an applicant is legally, financially, and technically qualified to provide video service, the department shall issue a video service franchise to the applicant. If the department determines that an applicant is not legally, financially, and technically qualified to provide video service, the department shall reject the application and shall state the reasons for the determination.
4. The department shall promulgate rules for determining whether an applicant is legally, financially, and technically qualified to provide video service.



(g) *Effect of video service franchise.* A video service franchise issued by the department authorizes a video service provider to occupy the public rights-of-way and to construct, operate, maintain, and repair a video service network to provide video service in the video franchise area.

(h) *Notice before providing service.* No later than 10 business days before providing video service in a municipality in a video franchise area, a video service provider shall provide notice to the department and the municipality.

(i) *Expiration and revocation of video service franchise.* The department may revoke a video service franchise issued to a video service provider if the department determines that the video service provider has failed to substantially meet a material requirement imposed upon it by the department. Before commencing a revocation proceeding, the department shall provide the video service provider written notice of the department's intention to revoke the franchise and the department's reasons for the revocation and afford the video service provider a reasonable opportunity to cure any alleged violation. The department must, before revoking any video service franchise, afford a video service provider full due process that, at a minimum, must include a proceeding before a hearing officer during which the video service provider must be afforded the opportunity for full participation, including the right to be represented by counsel, to introduce evidence, to require the production of evidence, and to question or cross-examine witnesses under oath. A transcript shall be made of any such hearing. A video service provider may bring an action to appeal the decision of the department.

(j) *Modifications.* If there is any change in the information included in an application filed by a video service provider under this subsection, the video service provider shall notify the department and update the information within 10 business days after the change, except that if the video service provider determines to expand the area or areas of the state in which the video service provider intends to provide video service, the video service provider shall apply to the department for a modified video service franchise under par. (d). A video service provider that makes a notification regarding a change in the information specified in par. (d) 3., 4., or 5., shall include with the notification a fee of \$100. No fee is required for a notification regarding a change in the information specified in par. (d) 1.

(k) *Annual fee.*

1. A video service provider shall pay an annual fee.

2. If a video service provider has 10,000 or less subscribers, the first annual fee required under subd. 1. shall be \$2,000 and each subsequent annual fee shall be \$100.

(4) FRANCHISING AUTHORITY. For purposes of 47 USC 521 to 573, the state is the exclusive franchising authority for video service providers in this state. No municipality may require a video service provider to obtain a franchise to provide video service.

(5) PEG CHANNELS.

(a) *Maximum number of PEG channels.*

1. If an incumbent cable operator is providing channel capacity for PEG channels to a municipality under a cable franchise in effect immediately before January 9, 2008, the municipality shall require each interim cable operator or video service provider that provides video service in the municipality to provide channel capacity for the same number of PEG channels for which channel capacity is provided immediately before January 9, 2008.

2.

a. Except as provided in subd. 2. b. and c., if no incumbent cable operator is providing channel capacity for PEG channels to a municipality under a cable franchise that is in effect immediately before January 9, 2008, then, if the municipality has a population of 50,000 or more, the municipality may require each interim cable operator and video service provider that provides video service in the municipality to provide channel capacity for up to 3 PEG channels, and, if the municipality has a population of less than 50,000, the municipality may require each interim cable operator and video service provider that provides video service in the municipality to provide channel capacity for no more than 2 PEG channels.

- b. If an interim cable operator or video service provider distributes video programming to more than one municipality through a single headend or video hub office and the aggregate population of the municipalities is 50,000 or more, the municipalities may not require the interim cable operator or video service provider to provide, in the aggregate, channel capacity for more than 3 PEG channels under subd. 2. a.
- c. If an interim cable operator or video service provider distributes video programming to more than one municipality through a single headend or video hub office and the aggregate population of the municipalities is less than 50,000, the municipalities may not require the interim cable operator or video service provider to provide, in the aggregate, channel capacity for more than 2 PEG channels under subd. 2. a.
3. An interim cable operator or video service provider shall provide any channel capacity for PEG channels required under this paragraph on any service tier that is viewed by more than 50 percent of the interim cable operator's or video service provider's customers.
4. If a municipality is not required to provide notice to a video service provider under sub. (3) (e) 2., the video service provider's duty to provide any additional channel capacity for PEG channels that is required by the municipality under this paragraph first applies on the date that the video service provider begins to provide service in the municipality, and, if the municipality is required to provide notice under sub. (3) (e) 2., the video service provider's duty to provide any such additional channel capacity first applies on the date that the video service provider begins to provide video service in the municipality or on the 90th day after the video service provider receives the municipality's notice, whichever is later.

**(b) Exceptions.**

1.
  - a. Notwithstanding par. (a), an interim cable operator or video service provider may reprogram for any other purpose any channel capacity provided for a PEG channel required by a municipality under par. (a) if the PEG channel is not substantially utilized by the municipality. If the municipality certifies to the interim cable operator or video service provider that reprogrammed channel capacity for a PEG channel will be substantially utilized by the municipality, the interim cable operator or video service provider shall, no later than 120 days after receipt of the certification, restore the channel capacity for the PEG channel. Notwithstanding par. (a) 3., an interim cable operator or video service provider may provide restored channel capacity for a PEG channel on any service tier.
  - b. For purposes of this subdivision, a PEG channel is substantially utilized by a municipality if the municipality provides 40 hours or more of programming on the PEG channel each week and at least 60 percent of that programming is locally produced.
2. Notwithstanding par. (a), if a municipality fails to provide the notice specified in sub. (3) (e) 2. before the deadline specified in sub. (3) (e) 2., no interim cable operator or video service provider is required to provide channel capacity for any PEG channel, or monetary support for access facilities for PEG channels pursuant to sub. (7) (em), until the 90th day after the municipality provides such notice.

**(c) Powers and duties of municipalities.**

1. Except as otherwise required under pars. (a) and (d) and sub. (7) (em), a municipality may not require an interim cable operator or video service provider to provide any funds, services, programming, facilities, or equipment related to public, educational, or governmental use of channel capacity.
2. The operation of any PEG channel for which a municipality requires an interim cable operator or video service provider to provide channel capacity under par. (a), and the production of any programming appearing on such a PEG channel, shall be the sole responsibility of the municipality and, except as provided in par. (d) 1., the interim cable operator or video service provider shall bear only the responsibility to transmit programming appearing on the PEG channel.
3. A municipality that requires an interim cable operator or video service provider to provide channel capacity for a PEG channel under par. (a) shall do all of the following:

- a. Ensure that all content and programming that the municipality provides or arranges to provide for transmission on the PEG channel is submitted to the interim cable operator or video service provider in a manner and form that is capable of being accepted and transmitted by the interim cable operator or video service provider over its video service network without changing the content or transmission signal and that is compatible with the technology or protocol, including Internet protocol television, utilized by the interim cable operator or video service provider to deliver video service.
- b. Make the content and programming that the municipality provides or arranges to provide for transmission on a PEG channel available in a nondiscriminatory manner to all interim cable operators and video service providers that provide video service in the municipality.

**(d) Duties of interim cable providers and video service providers.**

- 1. If a municipality requires an interim cable operator or video service provider to provide capacity for PEG channels under par. (a), the interim cable operator or video service provider shall be required to provide transmission capacity sufficient to connect the interim cable operator's or video service provider's headend or video hub office to the municipality's PEG access channel origination points existing as of January 9, 2008. A municipality shall permit the interim cable operator or video service provider to determine the most economically and technologically efficient means of providing such transmission capacity. If a municipality requests that such a PEG access channel origination point be relocated, the interim cable operator or video service provider shall be required to provide only the first 200 feet of transmission line that is necessary to connect the interim cable operator or video service provider's headend or video hub office to such origination point. A municipality shall be liable for the costs of construction of such a transmission line beyond the first 200 feet and for any construction costs associated with additional origination points, but not for the costs associated with the transmission of PEG programming over such line. The interim cable operator or video service provider may recover its costs to provide transmission capacity under this subdivision by identifying and collecting a "PEG Transport Fee" as a separate line item on customer bills.
- 2. If the interconnection of the video service networks of interim cable operators or video service providers is technically necessary and feasible for the transmission of programming for any PEG channel for which channel capacity is required by a municipality under par. (a), the interim cable operators and video service providers shall negotiate in good faith for interconnection on mutually acceptable rates, terms, and conditions, except that an interim cable operator or video service provider who requests interconnection is responsible for interconnection costs, including the cost of transmitting programming from its origination point to the interconnection point. Interconnection may be accomplished by direct cable, microwave link, satellite, or any other reasonable method.

**(5m) CONTRACTS WITH UNIVERSITY OF WISCONSIN CAMPUSES.** If an incumbent cable operator has entered into an agreement with an institution or college campus within the University of Wisconsin System that is in effect on January 9, 2008, and that requires the incumbent cable operator to broadcast University of Wisconsin events on one of its channels, any video service provider that provides video service in the area in which the events are broadcast by the incumbent cable operator shall, upon the request of the institution or college campus, enter into an agreement with the institution or college campus that requires the video service provider to provide the same service on the same terms and conditions as the agreement between the institution or college campus and the incumbent cable operator.

**(6) INSTITUTIONAL NETWORKS.** Notwithstanding any franchise, ordinance, or resolution in effect on January 9, 2008, no state agency or municipality may require an interim cable operator or video service provider to provide any institutional network or equivalent capacity on its video service network.

**(7) VIDEO SERVICE PROVIDER FEE.**

**(a) Duty to pay fee.**

- 1. Notwithstanding s. 66.0611 and except as provided in subs. 2. and 2m., a video service provider shall, on a quarterly calendar basis, calculate and pay to each municipality in which the video service provider provides video service a video service provider fee equal to the percentage of the video service provider's

gross receipts that is specified in par. (b) and the monetary support for access facilities for PEG channels described in par. (em). A video service provider shall remit the fee to the municipality no later than 45 days after the end of each quarter. Except as provided in subd. 2. or par. (b) 1., if the municipality is not required to provide notice under sub. (3) (e) 2., the duty to remit the fee first applies to the quarter in which the video service provider begins to provide service in the municipality, and, if the municipality is required to provide notice under sub. (3) (e) 2., the duty to remit the fee first applies to the quarter in which the video service provider begins to provide service in the municipality or to the quarter that includes the 45th day after the video service provider receives the municipality's notice, whichever quarter is later.

**2.** If a municipality fails to provide the notice specified in sub. (3) (e) 2. before the deadline specified in sub. (3) (e) 2., no video service provider is required to pay a video service provider fee, and no interim cable operator is required to pay a franchise fee, to the municipality until the 45th day after the end of the quarter in which the municipality provides the notice specified in sub. (3) (e) 2.

**2m.** If a municipality requires a video service provider to pay a cost-based permit fee under a regulation under s. 182.017 (1r), the video service provider may deduct the amount of the fee from any other compensation that is due to the municipality including the video service provider fee under subd. 1.

**(b) Amount of fee.**

**1.** Except as provided in subd. 2m., the percentage applied to a video service provider's gross receipts under par. (a) 1. for each municipality shall be 5 percent or one of the following percentages, whichever is less:

**a.** If no incumbent cable operator was required to pay a franchise fee equal to a percentage of gross revenues to the municipality immediately before January 9, 2008, the municipality may specify a percentage of no more than 5 percent. The duty of a video service provider to pay the municipality a video service fee equal to such percentage shall first apply to the quarter that includes the 45th day after the municipality provides notice of the percentage to the video service provider.

**b.** If an incumbent cable operator was required to pay a franchise fee equal to a percentage of gross revenues to the municipality immediately before January 9, 2008, that percentage.

**c.** If more than one incumbent cable operator was required to pay a franchise fee equal to a percentage of gross revenues to the municipality immediately before January 9, 2008, the lowest such percentage.

**2m.** The percentage applied to a video service provider's gross receipts under par. (a) 1. for a municipality shall be the percentage that applied under subd. 1. on December 31, 2018, less one of the following:

**a.** Beginning on January 1, 2020, 0.5 percent.

**b.** Beginning on January 1, 2021, 1.0 percent.

**(c) Generally accepted accounting principles.** All determinations and computations made under this subsection shall be made pursuant to generally accepted accounting principles.

**(d) Record review.** A municipality may, upon reasonable written request, for the purpose of ensuring proper and accurate payment of a video service provider fee, review the business records of a video service provider that is required to pay the municipality a video service provider fee.

**(e) Actions to enforce payment.**

**1.** A municipality or a video service provider may not bring an action concerning the amount of a video service provider fee allegedly due to the municipality unless the parties have first participated in and completed good faith settlement discussions. For purposes of any future litigation, all negotiations pursuant to this paragraph shall be treated as compromise negotiations under s. 904.08.

**2.** An action regarding a dispute over the amount of a video service provider fee paid or allegedly due under this subsection shall be commenced within 4 years following the end of the calendar quarter to which the disputed amount relates or be barred, unless the parties agree in writing to an extension of time. Notwithstanding ss. 814.01, 814.02, 814.03, and 814.035, no costs may be allowed in the action to either party.

**(em) PEG channel monetary support.**

1. This subdivision applies to an incumbent cable operator whose cable franchise is terminated under sub. (3) (b) 2. b. The obligation that is actually imposed by a municipality prior to April 18, 2007, on such an incumbent cable operator to provide monetary support for access facilities for PEG channels and that is contained in a cable franchise existing on January 9, 2008, shall continue until January 1, 2011.
  2. The duty of an interim cable operator to provide monetary support for access facilities for PEG channels that is contained in a cable franchise existing on January 9, 2008, shall continue until January 1, 2011.
  3. Each video service provider providing video service in a municipality shall have the same obligation to provide monetary support for access facilities for PEG channels as the incumbent cable operator with the most subscribers in the municipality as of January 9, 2008. To the extent that such incumbent cable operator provides such support in the form of a percentage of gross revenues or a per subscriber fee, any other video service provider shall pay the same percentage of gross revenues or per subscriber fee to the municipality as the incumbent cable operator. To the extent that such incumbent cable operator provides such support in the form of a lump sum payment without an offset to its franchise fee or video service provider fee, any other video service provider that commences service in the municipality shall pay the municipality a sum equal to the pro rata amount of such lump sum payment based on its proportion of video service customers in such municipality. The obligation to provide monetary support required under this subdivision shall continue until January 1, 2011.
  4. For purposes of this paragraph, the proportion of video service customers of a video service provider shall be determined based on the relative number of subscribers as of the end of the prior calendar year as reported by all incumbent cable operators and holders of video service authorizations.
- (f) *Itemization.* A video service provider may identify and collect the amount related to a video service provider fee and any fee imposed for monetary support for access facilities for PEG channels as described in par. (em) as a separate line item on customer bills.
- (g) *Other fees.* A municipality may require the video service provider to pay any compensation under s. 66.0425, or, except as provided in a regulation under s. 182.017 (1r), any permit fee, encroachment fee, degradation fee, or any other fee, for the occupation of or work within public rights-of-way.
- (8) DISCRIMINATION; ACCESS TO SERVICES.**
- (ag) *Definition.* In this subsection, "department" means the department of agriculture, trade and consumer protection.
- (am) *Discrimination prohibited.*
1. No video service provider may deny access to video service to any group of potential residential customers in the video service provider's video franchise area because of the race or income of the residents in the local area in which the group resides.
  2. It is a defense to an alleged violation of subd. 1. based on income if, no later than 3 years after the date on which the video service provider began providing video service under this section, at least 30 percent of the households with access to the video service provider's video service are low-income households.
- NOTE: Subd. 2. (intro.) and a. were consolidated and renumbered subd. 2. under s. 13.92 (1) (bm) 2. by the legislative reference bureau. Capitalization and punctuation were modified and unnecessary text was removed under s. 35.17.
- (b) *Access.*
1. A large telecommunications video service provider shall provide access to its video service to the following percentages of households within the large telecommunications video service provider's basic local exchange service area:
    - a. Not less than 35 percent no later than 3 years after the date on which the large telecommunications video service provider began providing video service under this section.
    - b. Not less than 50 percent no later than 5 years after the date on which the large telecommunications video service provider began providing video service under this section, or no later than 2 years after at least 30 percent of households with access to the large telecommunications video service provider's video service subscribe to the service for 6 consecutive months, whichever occurs later.

2. A large telecommunications video service provider shall file an annual report with the department regarding the large telecommunications video service provider's progress in complying with subd. 1.

(c) *Extensions and waivers.* A video service provider may apply to the department for an extension of any time limit specified in par. (am) 2. or (b) or a waiver of a requirement to comply with par. (b). The department shall grant the extension or waiver if the video service provider demonstrates to the satisfaction of the department that the video service provider has made substantial and continuous efforts to comply with the requirements of this subsection and that the extension or waiver is necessary due to one or more of the following factors:

1. The video service provider's inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
2. Developments and buildings that are not subject to competition because of exclusive service arrangements.
3. Developments and buildings that are not accessible using reasonable technical solutions under commercially reasonable terms and conditions.
4. Natural disasters.
5. Other factors beyond the control of the video service provider.

(d) *Alternative technologies.* A video service provider may satisfy the requirements of this subsection through the use of an alternative technology, other than satellite service, that does all of the following:

1. Offers service, functionality, and content demonstrably similar to the service, functionality, and content provided through the video service provider's video service network.
2. Provides access to PEG channels and messages broadcast over the emergency alert system.

(e) *Limitations.* Notwithstanding any other provision of this section, a telecommunications video service provider is not required to provide video service outside the provider's basic local exchange service area, and a video service provider that is an incumbent cable operator is not required to provide video service outside the area in which the incumbent cable operator provided cable service at the time the department of financial institutions issued a video service franchise to the incumbent cable operator.

**(9) CUSTOMER SERVICE STANDARDS.**

(a) Except as provided in par. (b), upon 90 days' advance notice, a municipality may require a video service provider to comply with the customer service standards specified in 47 CFR 76.309 (c) in its provision of video service. Neither the department nor any municipality shall have the authority to impose additional or different customer service standards that are specific to the provision of video service.

(b) Except as provided in s. 100.209, no video service provider that provides video service in a municipality may be subject to any customer service standards if there is at least one other person offering cable or video service in the municipality or if the video service provider is subject to effective competition, as determined under 47 CFR 76.905, in the municipality. This paragraph does not apply to any customer service standards promulgated by rule by the department of agriculture, trade and consumer protection.

**(9m) LOCAL BROADCAST STATIONS.**

(a) In this subsection, a "noncable video service provider" means a video service provider that is not a cable operator.

(b) If a local broadcast station is authorized to exercise against a cable operator the right to require mandatory carriage under 47 USC 534, or the right to grant or withhold retransmission consent under 47 USC 325 (b), the local broadcast station may exercise the same right against a noncable video service provider to the same extent as the local broadcast station may exercise such right against a cable operator under federal law.

(c) A noncable video service provider shall transmit, without degradation, the signals that a local broadcast station delivers to the noncable video service provider, but is not required to utilize the same or similar reception technology as the local broadcast station or the programming providers of the local broadcast station.

(d) A noncable video service provider may not do any of the following:

1. Discriminate among or between local broadcast stations, or programming providers of local broadcast stations, with respect to the transmission of their signals.
  2. Delete, change, or alter a copyright identification transmitted as part of a local broadcast station's signal.
- (10) LIMITATION ON RATE REGULATION.** The department or a municipality may not regulate the rates charged for any video service by an interim cable operator or video service provider that provides video service in a municipality if at least one other interim cable operator or video service provider is providing video service in the municipality and the other interim cable operator or video service provider is not an affiliate of the interim cable operator or video service provider. This subsection applies regardless of whether any affected interim cable operator or video service provider has sought a determination from the FCC regarding effective competition under 47 CFR 76.905.
- (11) TRANSFER OF VIDEO SERVICE FRANCHISE.** A person who is issued a video service franchise may transfer the video service franchise to any successor-in-interest, including a successor-in-interest that arises through merger, sale, assignment, restructuring, change of control, or any other transaction. No later than 15 days after the transfer is complete, the successor-in-interest shall apply for a video service franchise under sub. (3) (d) and comply with sub. (3) (e) 1. The successor-in-interest may provide video service in the video franchise area during the period that the department reviews the application.
- (12) MUNICIPAL CABLE SYSTEM COSTS.**
- (a)** Except for costs for any of the following, a municipality that owns and operates a cable system, or an entity owned or operated, in whole or in part, by such a municipality, may not require nonsubscribers of the cable system to pay any of the costs of the cable system:
1. PEG channels.
  2. Debt service on bonds issued under s. 66.0619 to finance the construction, renovation, or expansion of a cable system.
  3. The provision of broadband service by the cable system, if the requirements of s. 66.0422 (3d) (a), (b), or (c) are satisfied.
- (am)** Paragraph (a) does not apply to a municipality that, on March 1, 2004, was providing cable service to the public.
- (b)** Paragraph (a) does not apply to a municipality if all of the following conditions apply:
1. On November 1, 2003, the public service commission has determined that the municipality is an alternative telecommunications utility under s. 196.203.
  2. A majority of the governing board of the municipality votes to submit the question of supporting the operation of a cable system by the municipality to the electors in an advisory referendum and a majority of the voters in the municipality voting at the advisory referendum vote to support the operation of a cable system by the municipality.
- (13) RULE-MAKING; ENFORCEMENT.**
- (a)** The department of financial institutions may promulgate rules interpreting or establishing procedures for this section and the department of agriculture, trade and consumer protection may promulgate rules interpreting or establishing procedures for sub. (8).
- (b)** Except as provided in sub. (7) (e), a municipality, interim cable operator, or video service provider that is affected by a failure to comply with this section may bring an action to enforce this section. If a court finds that a municipality, interim cable operator, or video service provider has not complied with this section, the court shall order the municipality, interim cable operator, or video service provider to comply with this section. Notwithstanding ss. 814.01, 814.02, 814.03, and 814.035, no costs may be allowed in an action under this paragraph to any party.
- (c)** The department shall enforce this section, except sub. (8). The department may bring an action to recover any fees that are due and owing under this section or to enjoin a violation of this section, except sub. (8), or any rule promulgated under sub. (3) (f) 4. An action shall be commenced under this paragraph within 3 years after the occurrence of the unlawful act or practice or be barred.

**History:** 2007 a. 42 ss. 6, 8; 2009 a. 178, 180; 2013 a. 173 s. 33; 2019 a. 9; s. 13.92 (1) (bm) 2.; s. 35.17 correction in (8) (am) 2.

**Cross-reference:** See also ch. DFI-CCS 20, Wis. adm. code.

#### **66.0421 Access to video service.**

**(1)** DEFINITIONS. In this section:

**(c)** "Video service" has the meaning given in s. 66.0420 (2) (y).

**(d)** "Video service provider" has the meaning given in s. 66.0420 (2) (zg), and also includes an interim cable operator, as defined in s. 66.0420 (2) (n).

**(2)** INTERFERENCE PROHIBITED. The owner or manager of a multiunit dwelling under common ownership, control or management or of a mobile home park or the association or board of directors of a condominium may not prevent a video service provider from providing video service to a subscriber who is a resident of the multiunit dwelling, mobile home park or of the condominium or interfere with a video service provider providing video service to a subscriber who is a resident of the multiunit dwelling, mobile home park or of the condominium.

**(3)** INSTALLATION IN MULTIUNIT BUILDING. Before installation, a video service provider shall consult with the owner or manager of a multiunit dwelling or with the association or board of directors of a condominium to establish the points of attachment to the building and the methods of wiring. A video service provider shall install facilities to provide video service in a safe and orderly manner and in a manner designed to minimize adverse effects to the aesthetics of the multiunit dwelling or condominium. Facilities installed to provide video service may not impair public safety, damage fire protection systems or impair fire-resistive construction or components of a multiunit dwelling or condominium.

**(4)** REPAIR RESPONSIBILITY. A video service provider is responsible for any repairs to a building required because of the construction, installation, disconnection or servicing of facilities to provide video service.

**History:** 1989 a. 143; 1999 a. 9; 1999 a. 150 ss. 252 to 254; Stats. 1999 s. 66.0421; 2007 a. 42; 2017 a. 364.

#### **66.0422 Video service, telecommunications, and broadband facilities.**

**(1)** In this section:

**(b)** "Local government" means a city, village, or town.

**(c)** "Telecommunications service" has the meaning given in s. 196.01 (9m).

**(d)** "Video service" has the meaning given in s. 66.0420 (2) (y).

**(2)** Except as provided in subs. (3), (3d), (3m), and (3n), no local government may enact an ordinance or adopt a resolution authorizing the local government to construct, own, or operate any facility for providing video service, telecommunications service, or broadband service, directly or indirectly, to the public, unless all of the following are satisfied:

**(a)** The local government holds a public hearing on the proposed ordinance or resolution.

**(b)** Notice of the public hearing is given by publication of a class 3 notice under ch. 985 in the area affected by the proposed ordinance or resolution.

**(c)** No less than 30 days before the public hearing, the local government prepares and makes available for public inspection a report estimating the total costs of, and revenues derived from, constructing, owning, or operating the facility and including a cost-benefit analysis of the facility for a period of at least 3 years. The costs that are subject to this paragraph include personnel costs and costs of acquiring, installing, maintaining, repairing, or operating any plant or equipment, and include an appropriate allocated portion of costs of personnel, plant, or equipment that are used to provide jointly both telecommunications services and other services.

**(3)** Subsection (2) does not apply to a local government if all of the following conditions apply:

**(a)** On November 1, 2003, the public service commission has determined that the local government is an alternative telecommunications utility under s. 196.203.

**(b)** A majority of the governing board of the local government votes to submit the question of supporting the operation of the facility for providing video service, telecommunications service, or Internet access service, directly or indirectly to the public, by the local government to the electors in an advisory



referendum and a majority of the voters in the local government voting at the advisory referendum vote to support operation of such a facility by the local government.

- (3d)** Subsection (2) does not apply to a facility for providing broadband service to an area within the boundaries of a local government if any of the following are satisfied:
- (a)** The local government asks, in writing, each person that provides broadband service within the boundaries of the local government whether the person currently provides broadband service to the area or intends to provide broadband service within 9 months to the area and within 60 days after receiving the written request no person responds in writing to the local government that the person currently provides broadband service to the area or intends to provide broadband service to the area within 9 months.
  - (b)** The local government determines that a person who responded to a written request under par. (a) that the person currently provides broadband service to the area did not actually provide broadband service to the area and no other person makes the response to the local government described in par. (a).
  - (c)** The local government determines that a person who responded to a written request under par. (a) that the person intended to provide broadband service to the area within 9 months did not actually provide broadband service to the area within 9 months and no other person makes the response to the local government described in par. (a).
- (3m)** Subsection (2) does not apply to a facility for providing broadband service if all of the following apply:
- (a)** The municipality offers use of the facility on a nondiscriminatory basis to persons who provide broadband service to end users of the service.
  - (b)** The municipality itself does not use the facility to provide broadband service to end users.
  - (c)** The municipality determines that, at the time that the municipality authorizes the construction, ownership, or operation of the facility, whichever occurs first, the facility does not compete with more than one provider of broadband service.
- (3n)** Subsection (2) does not apply to a local government that, on March 1, 2004, was providing video service to the public.
- (4)** Notwithstanding sub. (2), a local government may enact an ordinance or adopt a resolution authorizing the local government to prepare a report specified in sub. (2) (c).
- (5)** If a local government enacts an ordinance or adopts a resolution that complies with the requirements of sub. (2), the local government must determine the cost incurred in preparing the report specified in sub. (2) (c). As soon as practicable after the local government generates revenue from a facility specified in sub. (2) (intro.), the local government shall use the revenues to reimburse the treasury of the local government for the cost determined under this subsection.

**History:** 2003 a. 278, 327; 2007 a. 42.

## CHAPTER 3

### Cable Television

9-3-1	Grant of Franchise
9-3-2	Liability of Operator
9-3-3	Local Representative
9-3-4	Federal Communications Commission Rules to Apply
9-3-5	Miscellaneous Provisions
9-3-6	Transfer of Franchise

VOID after  
1/9/2008

#### SEC. 9-3-1 GRANT OF FRANCHISE.

- (a) The Village of Colfax, Dunn County, Wisconsin, hereinafter call the "Village", does hereby grant to Scott and Krenz Cable TV Systems, owned by Randall A. Scott and Thomas M. Krenz, Ladysmith, Wisconsin, hereinafter called the "Company", its successors and assigns, the right, privilege and franchise to construct, operate and maintain lines of coaxial television cable, including poles, wires and fixtures where necessary, upon, along, over, and under the public streets and alleys of the Village, subject to the terms and conditions herein.
- (b) The Company shall build its aerial portion of the television distribution plant using existing poles such as those directed and maintained by Northern States Power and General Telephone Company. Any new poles that may have to be installed by the Company shall first be approved by the Director of Public Works.
- (c) The Company will build its underground portion of the television distribution plant only after it has received permission from the Village. All streets and sidewalks disturbed or damaged in the construction or maintenance of said cable lines shall be promptly repaired by the Company at its expense, to the satisfaction of the Village.
- (d) All coaxial cable erected in the Village by the Company shall at all times meet with the applicable minimum standards of the Village, as provided by ordinance or code.
- (e) The Company shall be subject to all ordinances now in effect or that may be hereinafter enacted relative to the use by it of the streets and alleys of the Village.
- (f) The Company shall hold the Village harmless from all claims for damages arising out of the construction, maintenance, or operation for said cable.
- (g) The franchise is hereby granted for the term of fifteen (15) years from the original adoption date of this Chapter (September 1, 1983). This franchise is conditional upon the Company to start construction within twelve (12) months and to complete construction within eighteen (18) months of the adoption and publication of this Chapter as provided by law. If the Company fails to comply with the aforementioned conditions, then the Village may terminate this franchise.

**SEC. 9-3-2 LIABILITY OF OPERATOR.**

The Operator shall indemnify and save the Village of Colfax and its agents and employees harmless from all and any claims for personal injuries or property damages and any other claims, costs including attorney's fees, expenses of investigation and litigation of claims and suits thereon which may arise from the installation and/or operation of said system. For this purpose the Operator shall carry and at all times maintain on file with the Village Clerk-Treasurer, and at all times keep in force, a public liability policy of insurance, insuring such Operator and the Village against any and all liability arising from such installation and/or operation with the limits of liability of not less than One Million Dollars (\$1,000,000) property damages, One Million Dollars (\$1,000,000) for any person, personal injury or death, and One Million Dollars (\$1,000,000) for any one (1) accident resulting in personal injury or death. Such policies of insurance or certificate thereof by a company licensed to do business in the State of Wisconsin shall be filed with the Village Clerk-Treasurer prior to commencement of such use.

**SEC. 9-3-3 LOCAL REPRESENTATIVE.**

The Company will maintain a local pay center and have a local telephone number, so that subscriber payments plus complaints can be handled conveniently.

**SEC. 9-3-4 FEDERAL COMMUNICATIONS COMMISSION RULES TO APPLY.**

The licensee shall comply fully with all Federal Communication Commission rules and regulations as may be presently in effect or may become effective in the future and all other federal and state rules and regulations applicable to the television distribution system. Any and all modifications of Section 76.31 of the Federal Communications Commission rules resulting from amendment of said rules by the Commission shall be incorporated into this Section within one (1) year of the adoption of the modification by the Federal Communications Commission, or at the time of franchise renewal, whichever event shall first occur. Compliance with all Federal Communications Commission rules or modifications thereof shall be a condition for continuation of any franchise.

**SEC. 9-3-5 MISCELLANEOUS PROVISIONS.**

- (a) One (1) access channel shall be provided for school system and public service use.
- (b) The Company shall keep repair and maintain all parts of the television system in such a manner that the entire system is in good operating condition throughout the franchise period. In the event that its service to any subscriber is interrupted for forty-eight (48) or more consecutive hours, after the Company is notified of the interruption, except for acts of God, Company shall provide a twenty percent (20%) rebate of the monthly fees to affected subscribers. If service interruption continues over forty-eight (48) hours the Company shall provide refund equal to one-thirtieth (1/30th) of the monthly service charge for each day.
- (c) The Company shall conduct and operate the system so as to provide service to all areas within the Village having a density of at least twenty (20) residential units per lineal mile of system.

- (d) The Company shall file with the Village true and accurate plant maps of the cable television system constructed and shall keep the same current as practical.
- (e) The Company shall pay to the Village of Colfax, annually in February of each year a franchise fee of three percent (3%) of the Company's adjusted gross income (all income received less programming fees paid by Company). The franchise fee shall be in lieu of taxes. The franchise fee shall be reviewed and may be changed by the Village Board every five (5) years. The Village Board has the right to audit company financial records in regard to calculation of the franchise fee.
- (f) The Company agrees to pay the fees for the official printing of this franchise document.

**SEC. 9-3-6 TRANSFER OF FRANCHISE.**

**(a) Statement of Fact.**

- (1) The cable television franchise in Colfax, Wisconsin, is currently owned and operated by Butler/Cooney Cable Television, ("Franchisee"), pursuant to an ordinance duly adopted by the Board.
- (2) The Village Board has received a request from the Franchisee for approval to assign the franchise and transfer the CATV Ordinance from the Franchisee to Marcus Cable Partners, L.P. ("Marcus").

**(b) Transfer.**

- (1) The sale, transfer and assignment of the rights, responsibilities and benefits of the Franchisee under the CATV Ordinance pursuant to the terms and conditions of a certain Asset Acquisition ("Purchase Agreement") from Franchisee to Marcus, or any affiliated company controlled by Donald G. Jones, is hereby permitted and approved; and
- (2) The CATV Ordinance is in full force and effect without default thereunder by the Franchisee to the date hereof (May 9, 1988) in accordance with its terms and conditions as set forth herein; and
- (3) Marcus, as the assignee and transferee of Franchisee, does from and after the date of the closing of the transactions described in the Purchase Agreement, by accepting the assignment, assume and agree to perform each and every obligation of the Franchisee under the CATV Ordinance; and
- (4) Marcus may, at any time and from time to time, assign or grant a security interest in its rights, obligations and benefits in and to the CATV Ordinance to any lender providing financing to Star, from time to time, subject, however, to each of the terms and conditions of the CATV Ordinance; and
- (5) The consent to transfer herein provided shall be effective upon and only effective concurrent with the closing of the transactions described in the Purchase Agreement and Star and/or Franchisee shall notify promptly upon the closing of such transaction.

**Marcus Cable Partners – CCVIIIOP Franchise Transfer Resolution**

**RESOLUTION NO. 01-5**

**RESOLUTION CONSENTING TO THE TRANSFER OF CABLE TELEVISION FRANCHISE FROM MARCUS CABLE PARTNERS, LLC TO CC VIII OPERATING, LLC**

WHEREAS, Marcus Cable Partners, LLC (the “Franchisee”) is the holder of a franchise (the “Franchise”) to provide cable television service in the Village of Colfax (the “Municipality”) pursuant to the provisions of a franchise agreement between the Municipality (together with any amendments, the “Franchise Agreement”) and/or any ordinance of the Municipality pertaining to cable television service (“Cable Ordinance”). The Franchise Agreement and the Cable Ordinance are collectively referred to as the “Franchise Documents”; and

WHEREAS, the Franchisee and CC VIII Operating, LLC (“Charter”) jointly submitted to the Municipality their application on Federal Communications Commission (“FCC”) Form 394, (the “Application”), requesting that the Municipality approve the transfer of the Franchise from the Franchisee to Charter as more fully described therein (the “Franchise Transfer”), which results from the transfer of assets from Marcus Cable Partners, LLC to Charter (the “Transaction”); and

WHEREAS, pursuant to the information requests of the Municipality, the Franchisee supplemented the Application with additional documents and information; and

WHEREAS, various representations have been made in the Application and supplemental information thereto including that the Transaction, which will result in the transfer of the Franchise from the Franchisee to Charter, will not reduce the quality of cable television customer service or the quality of cable television service in the Municipality ; and

WHEREAS, the Municipality and Charter have negotiated an agreement regarding certain conditions of this consent (the “Transfer Agreement”), a copy of which is attached as Exhibit A and is incorporated by reference.

**NOW, THEREFORE, BE IT RESOLVED THAT THE VILLAGE BOARD OF THE VILLAGE OF COLFAX**, in reliance upon the representations and information submitted in the Application and supplemental information thereto and subject to the conditions set forth in the Transfer Agreement, hereby consents to the Franchise Transfer as described in the Application and supplemental information thereto; and

BE IT FURTHER RESOLVED that the Municipality’s consent is subject to Charter executing and delivering to the Municipality by no later than November 15, 2001, a Transfer Agreement in the form of the attached Exhibit A. If Charter fails to do

**Marcus Cable Partners – CCVIIIOP Franchise Transfer Resolution**

so, the Municipality's consent to the Franchise Transfer shall be null and void and the Application shall be timely denied as of November 15, 2001; and

BE IT FURTHER RESOLVED that, by this consent, the Municipality does not agree to any renewal or extension of the Franchise. Any pending or future renewal or extension of the Franchise shall be subject to applicable federal, state and local laws, the Franchise Documents, and the Transfer Agreement.

VILLAGE OF COLFAX

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

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

Date: \_\_\_\_\_

ATTEST:

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

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

Date: \_\_\_\_\_

CC VIII Operating, LLC

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

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



July 31, 2018

VILLAGE OF COLFAX  
Clerk  
PO Box 417  
Colfax, WI 54730

RE: Quarterly Franchise Fee Payment

Dear Sir or Madam:

This letter is a summary for the ACH payment of franchise fees covering the period from April 1, 2018 to June 30, 2018, for Charter Communications ("Charter"). This franchise fee computation has been prepared in accordance with the terms and conditions of our local cable television franchise agreement, or if Charter is operating under a state issued franchise in your community, in accordance with the requirements of the state franchising law. This payment specifically complies with all of Charter's contractual and/or statutory duties, and includes the required percentage, flat rate, or per sub payment, and includes all required categories or revenue.

This payment was calculated as follows:

Franchise Fee Base	\$76,040.86
Franchise Fee (as defined in Agreement):	3%
Fee Adjustment (see detail)	<u>\$0.00</u>
Fee Due	<u>\$2,281.22</u>

Please contact your Government Relations representative or send an email directly to CharterFranchiseNotices@chartercom.com for any address updates or corrections.

Charter Communications is proud to serve your community and our customers with cable television service.

Please feel free to contact our office Corp\_mm\_franchise\_fees@chartercom.com if any additional information is required.

Sincerely,

Steve Lottmann  
Divisional Controller

713 - 00166787 - 81601

ATTACHMENT CONTAINS TRADE SECRET INFORMATION AND IS CONFIDENTIAL & PROPRIETARY  
- NOT FOR PUBLIC DISCLOSURE

314.288.3103  
www.charter.com

12405 Powerscourt Drive  
St. Louis, Missouri 63131-3764

## **Lynn Niggemann**

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**From:** Anders Helquist <AHelquist@weldriley.com>  
**Sent:** Thursday, December 30, 2021 10:18 AM  
**To:** Lynn Niggemann  
**Subject:** RE: board pay questions

Good morning Lynn,

Regarding the Board pay question, Wis. Stat. 61.32 was revised and the rules regarding trustee compensation are now in Wis. Stat. 61.193.

The language in Wis. Stat. 61.193 means there cannot be a change in the per diem compensation for quite awhile. Trustee compensation (which is defined to include a per diem) must be established before the earliest time for filing nomination papers for the office of that respective trustee and/or village president. After that date, "no change may be made in the compensation for the office that applies to the term of office" for which the date applies. (Wis. Stat. 61.193(2) (emphasis added)). For example, for those trustee seats that are up for election in April 2022, the deadline/date to change the compensation for those seats has passed and cannot be changed/become effective until those seats are up again in 2024. (I assume the Village does not use the caucus system to select trustees for the ballot, otherwise that caucus date is the cutoff to making changes).

Under the old language of Wis. Stat. 61.32 there may have been an argument that an increase to \$40 results in no "diminished" salary by also going to one meeting per month, but the prohibition on any "change" (which is quite broad) to compensation in Wis. Stat. 61.193 almost prohibits increasing the per diem from \$20 to \$40, even if the net compensation remains the same throughout the year.

After your review, if you or the Board have any further questions regarding the compensation change, please let me know and thanks in advance.

All the best,  
Anders

Anders Helquist, Attorney  
Weld Riley, S.C.  
Phone: 715-839-7786  
Fax: 715-839-8609  
E-mail: [ahelquist@weldriley.com](mailto:ahelquist@weldriley.com)

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**From:** Lynn Niggemann <[clerktreasurer@villageofcolfaxwi.org](mailto:clerktreasurer@villageofcolfaxwi.org)>  
**Sent:** Tuesday, December 28, 2021 9:19 AM  
**To:** Anders Helquist <[AHelquist@weldriley.com](mailto:AHelquist@weldriley.com)>  
**Subject:** board pay questions

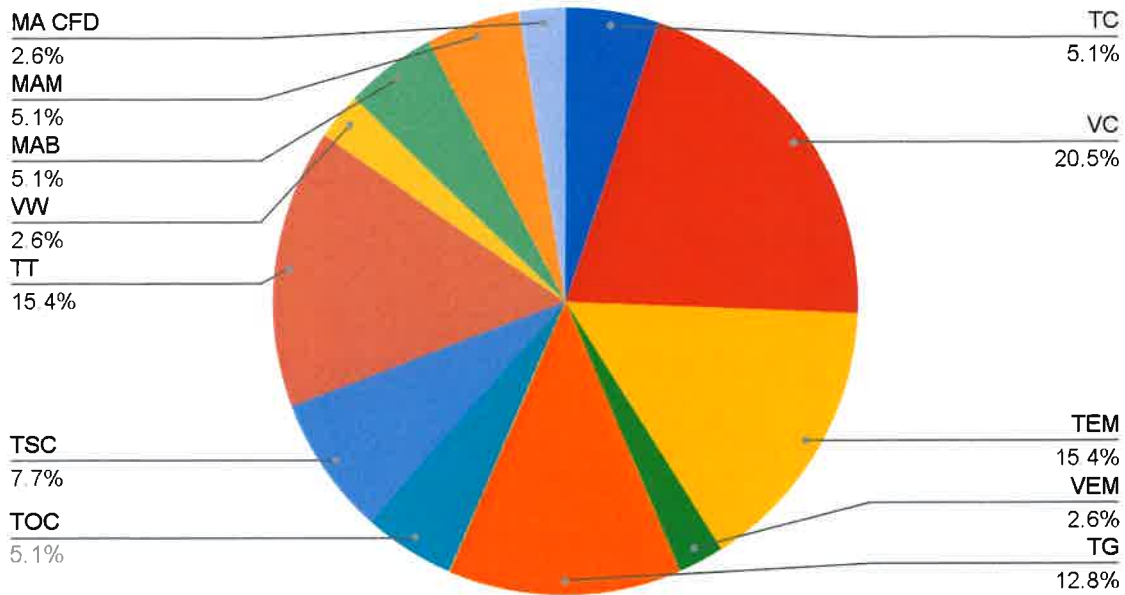
Anders,



# December 2021 Colfax Rescue Report AND 2021 YEAR END REPORT

## Municipalities Served December:

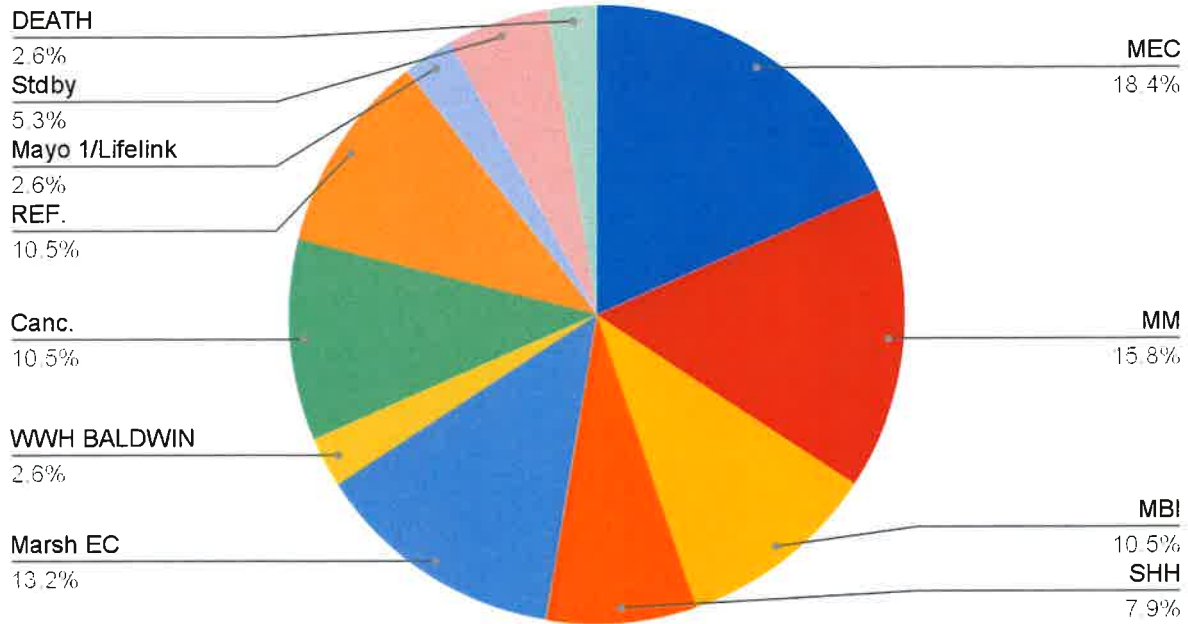
### MUNIIPALITIES RESPONDED TO



TOWN OF COLFAX	2	MCHS EAU CLAIRE	7
VILLAGE OF COLFAX	8	MCHS MENOMONIE	6
TOWN OF ELK MOUND	6	MCHS BLOOMER	4
VILLAGE OF ELK MOUND	1	MCHS BARRON	0
TOWN OF GRANT	5	HSHS SACRED HEART	3
TOWN OF OTTER CREEK	2	HSHS ST JOE	0
TOWN OF SAND CREEK	3	MARSHFIELD EAU CLAIRE	5
TOWN OF TAINTER	6	MARSHFIELD RICE LAKE	0
VILLAGE OF WHEELER	1	WESTERN WI HEALTH BALDWIN	1
MUTUAL AID BOYCEVILLE	2	AIR MEDICAL	1
MUTUAL AID MENOMONIE	2	DEATH	1
MUTUAL AID CFD	1	CANCELLED	4
		REFUSED	4
		STANDBY	2
INTERCEPT CFD	1		

**Receiving facilities December:**

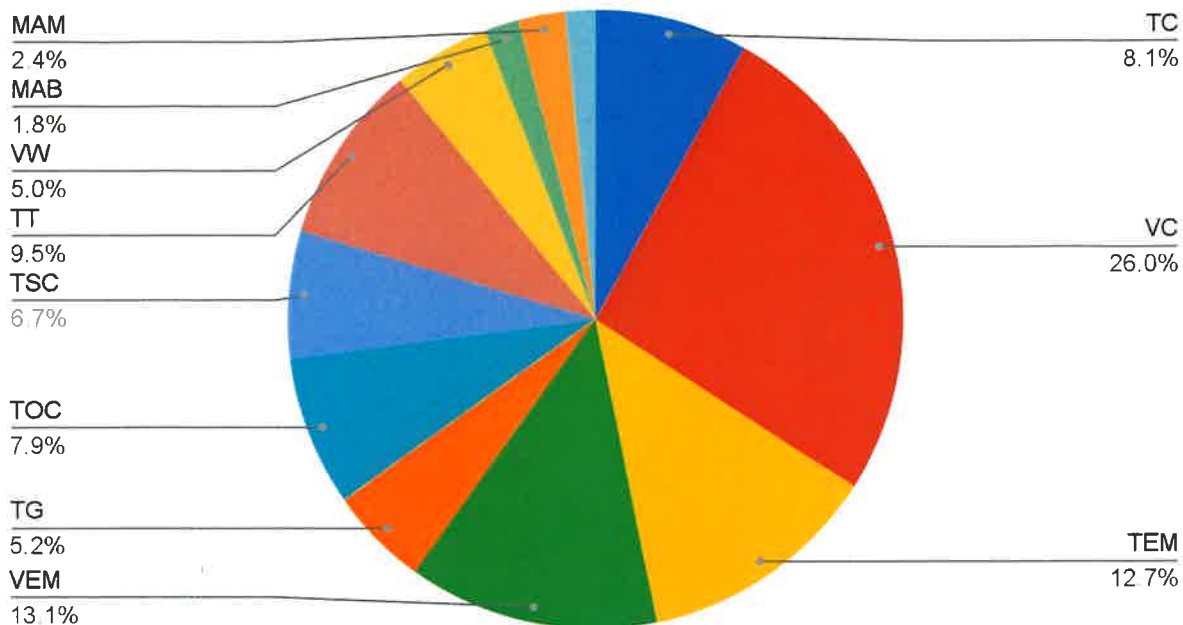
**Receiving Facilities**



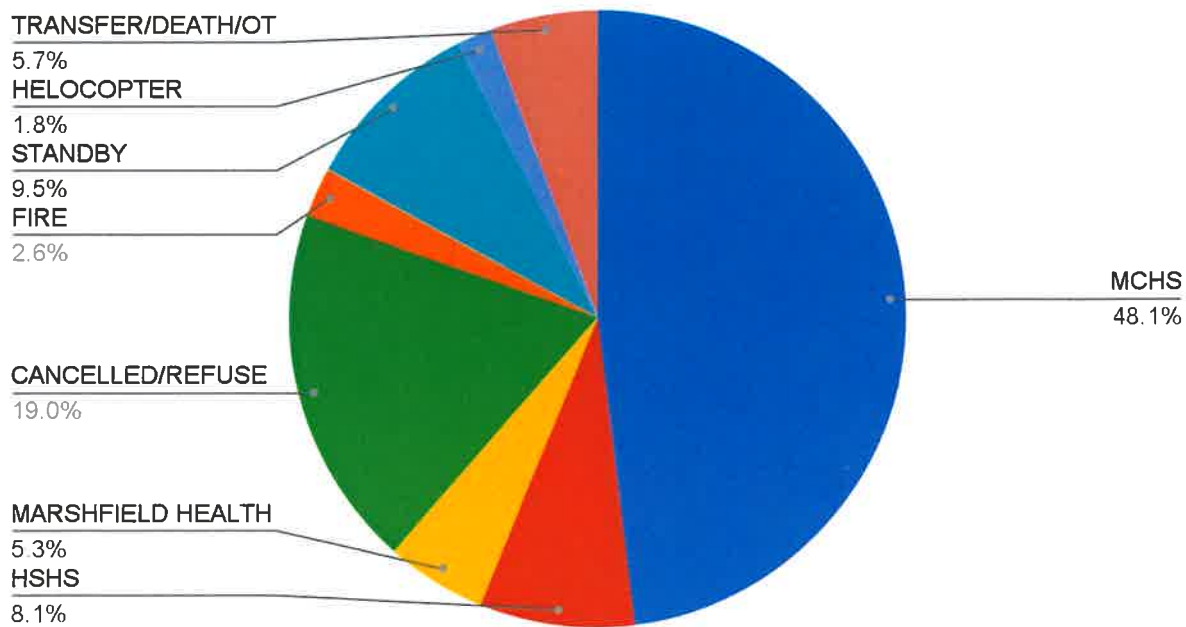
**Year End Fleet:**

	Beginning Mileage	month end mileage	Yearly Mileage	Fuel Cost pump price	Maintenance	Hours	fleet operation cost per mile
M7 (2011 Dodge)	78909	88944	10035	\$3,238.18	\$506.58	369	\$0.37
M8 (2014 Dodge)	63587	70511	6924	\$2,549.59	\$6,280.35	270	\$1.28
<b>Total</b>			<b>16959</b>	<b>\$5,787.77</b>	<b>\$6,786.93</b>	<b>639</b>	<b>\$0.82</b>

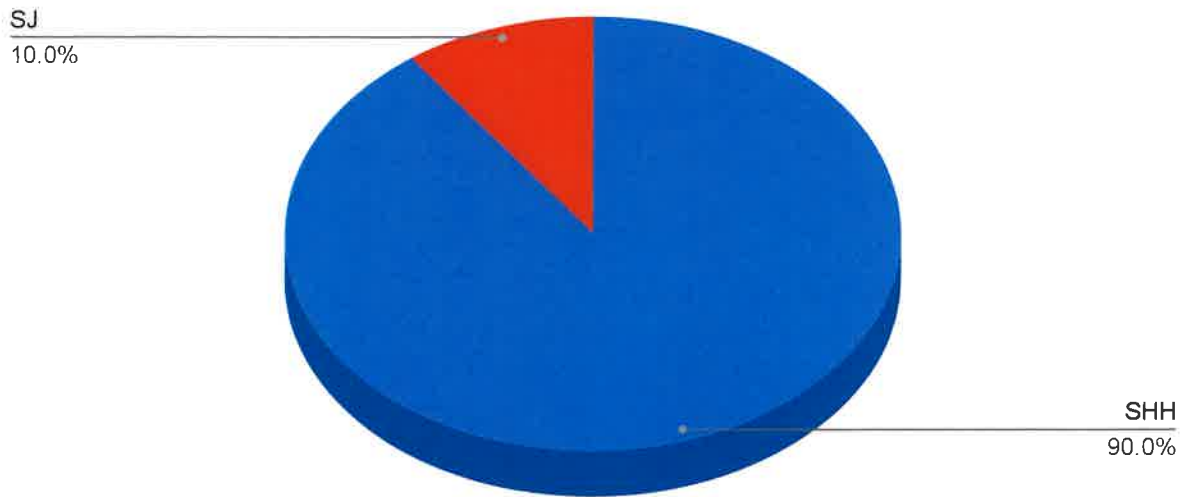
## 2021 Municipalities Responded to:



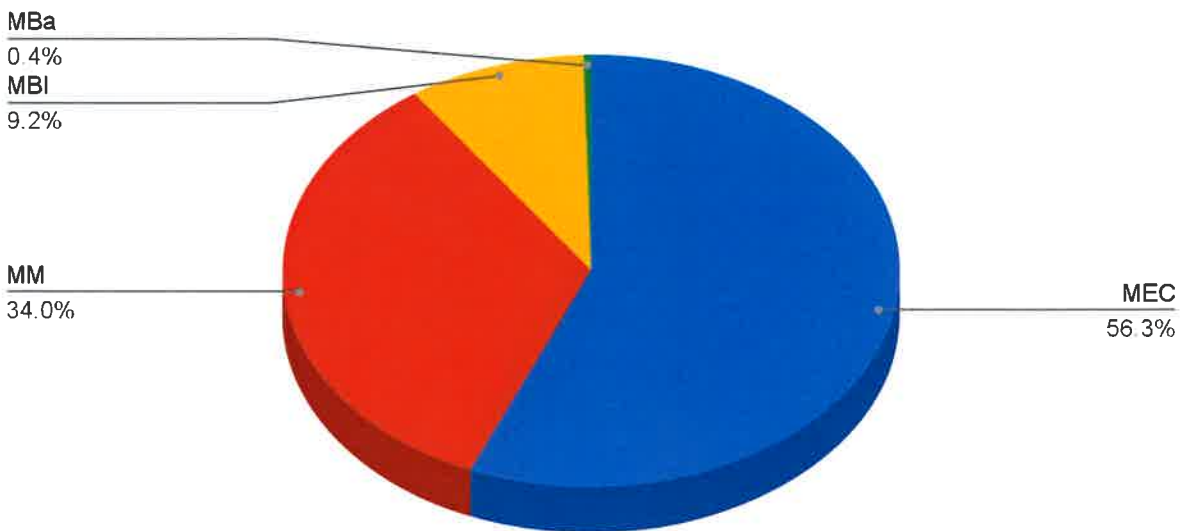
## RECEIING FACILITIES 2021



## HSHS TOTALS 2021



## MAYO CLINIC HEALTH SYSTEM 2021



- **CRS NOTES FOR DECEMBER AND YEAR END**
- WE ENDED THE YEAR WITH 496 INCIDENTS.
- M8 WAS NOT AS COSTLY AS WE HAD THOUGHT; TO REPAIR IT WAS ONLY THE TRANSFER CASE THAT NEEDED REPAIRS. THE CAUSE WAS BELIEVED TO BE SLIGHTLY DIFFERENT SIZE TIRES ON THE FRONT AS OPPOSED TO THE REAR. (FRONT=225/70R19.5 REAR=245/70R19.5) THESE WERE PUT ON IN 2018.
- **AS WINTER IS HERE I REMIND PEOPLE TO KEEP THEIR DRIVEWAYS AND WALKWAYS CLEAR AND SANDED/SALTED FOR EMERGENCY VEHICLES.**
- DON WILL BE ON VACATION JANUARY 15-25 (65-75 DEGREE WEATHER IS THE FORECAST)
- WE ARE SWITCHING SOFTWARE FOR SUBMITTING CLAIMS AND BILLS TO OUR PATIENTS. WITH ANY LUCK WE WILL BE LIVE WITH THE NEW SYSTEM THIS WEEK.
- I WILL BE SENDING OUT PER CAPA INVOICES THIS WEEK TO THE MUNICIPALITIES WE SERVE.

## Financial Summary

Tran Category	Oct	Nov	Dec
<b>Colfax Rescue, 2021</b>			
Beginning A/R	\$ 122,573.02	\$ 133,223.94	\$ 129,155.72
Charges	\$ 71,004.45	\$ 66,831.49	\$ 29,581.96
Charge Discounts	\$ 0.00	\$ 0.00	\$ 0.00
Contractual Adjustments	-\$ 35,788.20	-\$ 36,755.31	-\$ 19,941.52
Gross Net Charges	\$ 35,216.25	\$ 30,076.18	\$ 9,640.44
Courtesy Discounts	\$ 0.00	\$ 0.00	\$ 0.00
Bad Debt Write Off	\$ 0.00	\$ 0.00	\$ 120.00
Bankruptcy	\$ 0.00	\$ 0.00	\$ 0.00
Misc Adjustments	-\$ 2,129.33	-\$ 120.01	-\$ 946.09
Adjusted Charges	\$ 33,086.92	\$ 29,956.17	\$ 8,814.35
Insurance Refunds	\$ 1,696.78	\$ 0.00	\$ 0.00
Patient Refunds	\$ 1,743.68	\$ 0.00	\$ 0.00
Returned Checks	\$ 0.00	\$ 0.00	\$ 0.00
Total Refunds	\$ 3,440.46	\$ 0.00	\$ 0.00
Insurance Payments	-\$ 16,836.30	-\$ 25,806.38	-\$ 14,187.90
Patient payments	-\$ 9,040.16	-\$ 8,218.01	-\$ 4,762.86
Bad Debt Recovery	\$ 0.00	\$ 0.00	\$ 0.00
Total Payments	-\$ 25,876.46	-\$ 34,024.39	-\$ 18,950.76
Net Payments	-\$ 25,876.46	-\$ 34,024.39	-\$ 18,950.76
Ending A/R	\$ 133,223.94	\$ 129,155.72	\$ 119,019.31
Beginning Collections	\$ 25,507.63	\$ 25,507.63	\$ 25,507.63
Accounts Sent To Collections	\$ 0.00	\$ 0.00	-\$ 120.00
Adjustments	\$ 0.00	\$ 0.00	\$ 0.00
Bad Debt Recovery	\$ 0.00	\$ 0.00	\$ 0.00
Ending Collections	\$ 25,507.63	\$ 25,507.63	\$ 25,387.63
Total # of Claims Filed	57	65	48
Total Lines Filed On All Claims	126	149	106
Gross Days in AR	67	59	64
Runs	53	47	21
Denial # of Runs	10	5	5
Average Charge/Transport	\$ 1,339.71	\$ 1,421.95	\$ 1,408.66
Average Revenue/Transport	\$ 488.24	\$ 723.92	\$ 902.42
A0426 (A0426 - ALS NON EMERGENT)	\$ 0.00	\$ 0.00	\$ 0.00
A0427 (A0427 - ALS EMERGENT)	\$ 13.00	\$ 10.00	\$ 3.00
A0429 (A0429 - BLS EMERGENT)	\$ 28.00	\$ 28.00	\$ 14.00
A0428 (A0428 - BLS NON EMERGENT)	\$ 0.00	\$ 1.00	\$ 0.00
A0433 (A0433 - ALS LEVEL 2)	\$ 1.00	\$ 0.00	\$ 0.00
A0434 (A0434 - SPECIALTY CARE TSPT)	\$ 0.00	\$ 0.00	\$ 0.00
A0998 (A0998 - TNT)	\$ 4.00	\$ 6.00	\$ 4.00
A0425 (A0425 - GROUND MILEAGE)	\$ 570.20	\$ 577.40	\$ 274.30
A0999 (A0999 - NTNT)	\$ 0.00	\$ 0.00	\$ 0.00



Mobile: 715-556-0066  
FAX: 715-231-2447  
www.weberinspections.com  
inspector@weberinspections.com

## Activity Report

Village of Colfax

December

Date	Customer	Service	Pass/Fail	Project
<input type="checkbox"/> 12/23/2021	Jahr	Permit Issued		Deck

# Weber Inspections

2921 Ingalls Road, Menomonie, WI 54751 715-556-0066

# Building Permit

## Village of Colfax

Date 12/23/21

Issued to: Sally Jahr / Right Choice Construction.

Address: 712 Univerity Ave. , Colfax Wis. 54730

Project: House deck.

### Permits Issued:

Must have a outside light & outlet.

### Inspections Needed:

Yes

No

	Cost
Construction	\$90.00
HVAC	
Electrical	
Plumbing	
Erosion Control	
Total	\$ 90.00

Chg.

Phase	Rough	Final
Footing	x	
Foundation		
Basement Drain Tiles		
Construction		x
Plumbing		
Heat/Vent/AC		
Electrical		
Insulation		
Occupancy		



**Administrator-Clerk-Treasurer  
January 7, 2022**

Elections for 2022 –

2022 Spring Primary

02/15/2022

2022 Spring Election

04/05/2022

2022 Partisan Primary

08/09/2022

2022 General Election

11/08/2022

2022 Spring Election Ballot Placement Random Drawing:

Gary Stene

Carey K Davis

Annie Jenson

Things coming up:

- Performance Evaluations – Personnel Committee Meeting
- Year-end wrap processes
- Ordinance review – Parking and Barking Dogs
- Start training on new election equipment
- 2021 Audit Dates – Preliminary Audit occurred Thursday, January 6<sup>th</sup>, 2022
  - Field Audit will take place March 2<sup>nd</sup>, 2022 through March 4<sup>th</sup>, 2022
    - The auditors will reach out to at least one Board member to ask questions of.
- Vacation – Lynn February 18<sup>th</sup> through February 25<sup>th</sup>, 2022

IN LOVING MEMORY



LORETTA LOGSLETT

1932 - 2021

*Thank you*

THERE ARE NO WORDS TO EXPRESS  
OUR HEARTFELT GRATITUDE FOR THE  
SYMPATHY AND SUPPORT YOU HAVE  
EXTENDED TOWARD OUR FAMILY  
DURING THIS DIFFICULT TIME.

THE FAMILY OF  
LORETTA LOGSLETT