

VILLAGE OF BELLEVILLE
REGULAR MEETING of the VILLAGE BOARD
Monday, December 5, 2011 at 7:00 P.M.
Village Hall - 24 West Main Street

AGENDA

1. Call Meeting to Order
2. Roll call by Clerk
3. Posting of Open Meeting Notice
4. Visitors Who Would Like to Speak Now
5. Visitors Who Would Like to Speak On an Agenda Item
6. **Consent Agenda:**
 - a. Approval of Minutes - November 21, 2011
 - b. Approval of Bills for November 2011
 - c. Approval of Editorial Analysis Review for Codification Chapters – 74, 160, 218, 297, 304, 320, 505, 538, 584, 525, 615
 - d. Approval of Operator's License Application for Kasey Thomas Bodemann (J&M Bar)
 - e. Approval of Operator's License Application for Emily J. Miller
 - f. Approval of Operator's License Application for Jared Michael Sarbacker (J&M Bar)
 - g. Approval of Operator's License Application for Amanda Marie Chestnut (Sugar River Lanes)
 - h. Approval of Operator's License Application for Sean Robert Alford (Town Mart)
 - i. Approval of Operator's License Application for Michelle K. Eichelkraut (Dam Bar)
7. Committee Reports
8. President's Report –
9. Administrator/Clerk/Treasurer's Report –

**ACTION REQUIRING A VOTE MAY BE TAKEN ON
ANY OF THE FOLLOWING ITEMS**

10. **Unfinished Business:**
 - a. Lake Restoration / West Lake Dredging Projects Update
 - b. Proposed Budget 2012
 - i. Approval of Special Charges on Tax Bills
 - c. Proposed Intergovernmental Agreement Between Dane County and Other Municipalities within Dane County Creating a County-Wide Interoperable VHF-Based Emergency Radio System Known as "DaneCom" (Introduction)
 - d. Appointment of Chairperson and Member(s) to Community Development Authority

- e. Appointment of Plan Commissioner
- f. Approval of Proposed Ordinance 2011-09-01: Creating Sections of the Belleville Municipal Code Relating to Lake Belle View Boating Regulations

11. New Business:

- a. Appointment of Election Inspectors for Next Term
 - b. Approval of TIF #4 Proposal Analysis Agreement with Ehlers
 - c. Approval of Resolution 2011-12-01: Approve Commitment of Fund Balances
 - d. Budget Amendment #2 - 2011 Carryover Items to 2012
 - e. Discussion and Possible Action on Employee Handbook Revisions
12. ADJOURN TO CLOSED SESSION: For a) Discussion of Option to Purchase Former Belleville Clinic Property per WI Stats 19.85(1)(e) – Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session; and b) 19.85(1)(c) - Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
13. RECONVENE TO OPEN SESSION for possible action on items discussed in closed session

14. Other Business:

- a. Correspondence –
- b. Announcements –
- c. Future Meeting Dates
- d. Questions and Items for Referral

15. Adjournment

-By Howard Ward, Village President

The Village of Belleville complies with the Americans with Disabilities Act (ADA):

If you need an interpreter, translator, materials in alternate formats or other accommodations to access this service, activity or program, please contact the person below at least two business days prior to the meeting.

Si necesita un interprete, un traductor, materiales en formatos alternativos u otros arreglos para acceder a este servicio, actividad o programa, comuníquese al numero de telefono que figura a continuacion dos dias habiles como minimo antes de la reunion.

Contact: April Little, Village Administrator, 24 W. Main Street
608.424.3341
alittle@villageofbelleville.com

Final agenda will be posted by 4 p.m. Friday preceding the meeting at these locations:
Union Bank & Trust Co (UB&T), Sugar River Bank, Village Hall, Library, Village of Belleville Web site.

MINUTES OF SPECIAL VILLAGE OF BELLEVILLE BOARD MEETING
AND PUBLIC HEARINGS HELD MONDAY, **NOVEMBER 21, 2011**
AT 7:00 P.M. VILLAGE HALL - 24 WEST MAIN STREET

PUBLIC HEARING #1

1. Call Public Hearing to Order - The hearing was called to order by Village President Howard Ward at 7:00 PM.
2. Visitors: Mike & Jean Tretow, Jean Christensen-Library, Jim Bricker-JSD Professional Services, Herb Blaser, Jim Root, Donna Wuebben, Bob Street, Terry Kringle, G. S. Donovan, Michael Parkin, Brad Peterson-Recorder, and Siggs Sigmarsson-Montgomery Associates.
3. Roll call by Clerk - Trustees present were: Tyler Kattre, Ben O'Brien, Howard Ward, Jim Schmitz, Gary Ziegler, Deb Kazmar and Bonnie Wilcox
4. **Public Hearing on Proposed Budget 2012** – Little pointed out state credits were not yet available to show the true tax rate. Terry Kringle asked for a detailing of costs in capital. Sidewalk repair, court software and tennis court replacement were significant costs that were not in the 2010 budget. The tennis court decision has not been made. Herb Blaser questioned the necessity of the courts.
5. Adjourn Public Hearing – Trustee Wilcox made a motion to adjourn the public hearing; seconded by Trustee Kazmar. Motion carried.

PUBLIC HEARING #2

1. Call Public Hearing to Order - The hearing was called to order by Village President Howard Ward at 7:15 PM.
2. Roll call by Clerk - Trustees present were: Tyler Kattre, Ben O'Brien, Howard Ward, Jim Schmitz, Gary Ziegler, Deb Kazmar and Bonnie Wilcox. Visitors present as above.
3. **Public Hearing on Proposed Ordinance 2011-09-01: Creating Sections of the Belleville Municipal Code Relating to Lake Belle View Boating Regulations** – The main purpose of the ordinance is to require slow-no-wake speeds and prohibit gas-propelled engines on Lake Belle View. Discussion of boundaries; it was clarified this ordinance applied to the section east of the new berm.
4. Adjourn Public Hearing – Trustee Ziegler made a motion to adjourn the public hearing; seconded by Trustee Wilcox. Motion carried.

SPECIAL BOARD MEETING

1. Call to order - The special Village Board meeting was called to order by Village President

Howard Ward at 7:18 PM.

2. Roll call by Clerk – Trustees present were: Tyler Kattre, Ben O'Brien, Howard Ward, Jim Schmitz, Gary Ziegler, Deb Kazmar and Bonnie Wilcox. Visitors present as noted above.
3. The Clerk stated that the meeting has been noticed as required by law.
4. Visitors Who Would Like to Speak Now – None.
5. Visitors Who Would Like to Speak On an Agenda Item
6. **Consent Agenda:** *Trustee Ziegler made a motion to approve the consent agenda minus codification chapters 74, 218, 297, 320, 505, 538; seconded by Trustee Kattre. Motion carried.*
 - a. Approval of Minutes - November 7 & 14, 2011
 - b. Approval of Bills for November 2011 to Date
 - c. Approval of Editorial Analysis Review for Codification Chapters – **74**, 187, **218**, 231, 237, 248, 272, 276, 289, **297**, 304, **320**, 372, 390, 403, 455, 468, 480, **505**, **538**, 554, 563, 569
7. Committee Reports – Trustee Kazmar: The 2008 squad car will be put out to bid.
8. President's Report – None.
9. **Administrator/Clerk/Treasurer's Report** – Little reported that Verizon does not plan to construct the new monopole tower until probably 2013, even though all paperwork is ready to go. The DNR said that the purchase of the Cosgrove wetlands parcel was “not in the funding range” for a Stewardship grant award. However, they will reevaluate projects in January to determine if there is potential funding could be reassigned to this project at that time.

10. **Unfinished Business:**

- a. **Lake Restoration / West Lake Dredging Projects Update** – Siggsi Sigmarsson: After Thanksgiving, the west lake dredging project will begin. Crews are mobilizing now. The project will be complete in March. The DNR has concerns about the dam; statistics are needed to prove its stability. MARS will talk with the DNR about the assumptions. The worst case is that some investigative work will be needed. Bob Street expressed his unhappiness about the bridge and dam delay. Sigmarsson said there might be no expense or problem; it remains to be determined.
 - i. **Disposal of Dredging Materials** – Sigmarsson said a discussion was held regarding other interested individuals who would like dredged material. The materials are going to the Baker/Olson property as it was with the last project. MARS contacted them about willingness to accept the materials. Any entities wanting that material would need to talk to Baker/Olson and the contractor. The material is not suitable for structural fill, but could be used for top soil.

It was clarified that the park will be partially used for overtopping water in the

river before it goes over the berm during extreme flood events.

- ii. **Restoration Project: NES Contract Change Order / Advance** – Sigmarsson said that the construction part is complete. The dormant seeding is yet to happen. Advance’s subcontractor for that phase did not work out. NES is interested in doing this work, and they have the restoration contract. NES has proposed doing this work for less than the original cost, and is very qualified. This would complete Advance’s contract once the punch list is done. MARS recommends authorizing the change order for NES of \$24,551.58; total contract then (thru the end of 2014) is \$186,551.58. Work would be done now. Advance will seed bare spots in the park in the spring. *Trustee Kattre made a motion to approve the NES contract not to exceed \$24,551.58; seconded by Trustee Ziegler. It was added to the motion that the corresponding change order reduction will come from Advance for \$26,635.50. Motion carried.*

- b. **Proposed Pedestrian Bridge over Sugar River / Location** – President Ward clarified that the Village is only investigation stage only and no tax money has been allocated for a bridge. Jim Bricker, JSD Professional Services, was present. Their services have been donated. He gave an overview of the bridge options: Harrison Street (1A), over the dam (2), and original location (3). They have updated pricing and investigated feasibility. Meetings were held with MARS, DNR, and Army Corp of Engineers. They had to eliminate the over the dam option because of technical and practical considerations.

Harrison Street was considered feasible, but the span is 240 feet. A viaduct was not considered feasible because of hydraulic concerns. One option has a middle pier and one has a clear span. Three bridge companies were contacted for pricing. Other considerations are materials, railing, finishes, arch, etc. Prices: Option 3 estimate is \$318-350,000; this includes engineering and permitting. Option 1 estimate is \$482-500,000 or slightly more if a long span (\$502-782,000). (All are priced as a modified bow truss). There are components of each one that are grant eligible. Discussion on whether to have a referendum, viewsapes, cost, impact on the neighborhood and parking.

Trustee Ziegler made a motion to instruct JSD to continue the design work for the foot bridge at location 3 (North Vine Street to the park) with funding from pro bono work until it runs out; seconded by Trustee Kazmar. It was clarified there would be about 5-foot clearance water to bottom of the bridge. JSD can create a rendering of the view of the dam from the original bridge. Motion carried with Trustee Schmitz voting no.

c. Proposed Budget 2012 -

- i. **Approval of Special Charges on Tax Bills** – Little received some new information from the Department of Revenue during training. Previously, the garbage/recycling proposed charge was factored at \$179.17 per charge. The DOR said that any service that might be “drop off” should not be included in the special charge – they are intended for “services to the property” whether or not the owner chooses to partake of the service. The loss of recycling grant

revenue will make a difference in 2012. If \$2,985 was placed on the tax levy instead of the charge, it would bring the charge down to \$175.87.

- ii. Discussion of 2% Fire Dues Usage* – These funds, which had been returned to the fire department for service awards, could be used by the Village for equipment purchases. The concern is that money has not been set aside for major capital purchases. *Trustee Kattre made a motion to retain the 2 percent fire dues; seconded by Trustee Wilcox. Motion carried.*
- d. **Stormwater Utilities Update** – November bills will contain the charge.
- e. **Proposed Intergovernmental Agreement Between Dane County and Other Municipalities within Dane County Creating a County-Wide Interoperable VHF-Based Emergency Radio System Known as “DaneCom” (Introduction)** – Tabled until next meeting pending receipt of the final revised copy.
- f. **Approval of Editorial Analysis for Codification Chapters – 160 - Village Board; 584 – Impact Fees; 525 – Cable; 615 – Zoning; 39 – Court (Revisited)**. Suggested language was discussed, and items will be put on next consent agenda for final approval. It was clarified that the municipal judge’s term is now by law four years unless changed by charter ordinance so text must be changed accordingly.

11. **New Business:**

- a. **Approval of Temporary Limited Easement Agreement with Michael and Jean Tretow for Dredging Project** – Siggsi Sigmarsson: Village property is being used for dredging access at the end of north Grant Street. Some additional width on the Tretow property is needed for better access to the dredging parcel. There will also be a sewer outfall pipe installed. Work will be done in the drip line of a silver maple on the Tretow property that could damage it. The easement will allow access and for removal of the tree. The Tretows agreed to the language as drafted. *Trustee O'Brien made a motion to enter into the temporary easement agreement with the Tretows; seconded by Trustee Wilcox. Motion carried.*
- b. **Approval of Lake Planning Grant Agreement #LPL-1448-12 with WI-DNR for Restoration Monitoring** – Village has a contract to do monitoring work. Some additional work will be done, but some of this work is required. This work will be beneficial to gather data on lake ecology. The grant will offset some of the work. Additional work will be \$15,000. The lake planning grant is \$25,000. Total cost for restoration then is \$88,000, but \$9400 is the savings. It would be incorporated into the existing monitoring work. DNR will also help with some other savings in the restoration. Volunteer work will also help offset costs. *Trustee Ziegler made a motion to approve the lake planning agreement LPL-1448-12 with WI-DNR; seconded by Trustee Wilcox; Motion carried.* This will update the contract existing with MARS.
- c. **Approval of Proposed Ordinance 2011-11-02: Regulation of Nonmetallic Mining (ch. 352 Codification Review)** – A model ordinance from the DNR will be reviewed by the codifiers, and included in the next draft of the code book as a repeal and recreate of the existing chapter.

- d. Appoint of Chairperson and Member to Community Development Authority – Tabled.
 - e. Appointment of Plan Commissioner – Tabled.
 - f. **Discussion of Purchase of 2011 Squad Car** – Rick Francois thanked the Village for all its business and asked for suggestions for service improvements. He asked why their dealership was not notified of the impending squad purchase. It was purchased off the state contract. Chief Hillenbrand said that he was informed to check with Kayser, as they had available several state contract cars purchased from 2011 model year. Francois said that it was possible that they could have made a car available as well. He expressed that many Village businesses support Village and community causes, and asked that Village businesses be looked to first when a purchase will be considered.
12. **ADJOURN TO CLOSED SESSION:** For Discussion of Option to Purchase Former Belleville Clinic Property per WI Stats 19.85(1)(e) – Not held.
13. **Other Business:** No discussion.
14. **Adjournment** – *Trustee Wilcox made a motion to adjourn; seconded by Trustee Kazmar. Motion passed unanimously. The meeting was adjourned by President Ward at 9:55 PM.*

*By April Little, Administrator/Clerk/Treasurer
These minutes are not official until approved by the Belleville Board of Trustees.*

GENERAL FUND CHECKING

ALL Checks

Posted From: 11/01/2011 From Account:
Thru: 11/30/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
V494	11/01/2011	BEIERSDORF, VICTORIA L.	1,331.18
V495	11/01/2011	EICHELKRAUT, WILLIAM B.	1,640.86
V496	11/01/2011	FREEMAN, DEBRA	509.13
V497	11/01/2011	HENDRICKSON, DARLENE M.	876.61
V498	11/01/2011	HILLEBRAND, ROGER J.	1,406.63
V499	11/01/2011	LEHMANN, BRONNA B.	476.39
V500	11/01/2011	LIEN, TRACY	380.28
V501	11/01/2011	LITTLE, APRIL A. W.	1,662.39
V502	11/01/2011	MARTIN, JEREMY A	1,009.82
V503	11/15/2011	BEIERSDORF, VICTORIA L.	1,069.50
V504	11/15/2011	EICHELKRAUT, WILLIAM B.	1,487.50
V505	11/15/2011	FREEMAN, DEBRA	526.53
V506	11/15/2011	HENDRICKSON, DARLENE M.	871.71
V507	11/15/2011	HILLEBRAND, ROGER J.	1,406.63
V508	11/15/2011	LEHMANN, BRONNA B.	612.44
V509	11/15/2011	LIEN, TRACY	392.08
V510	11/15/2011	LITTLE, APRIL A. W.	1,662.39
V511	11/15/2011	MARTIN, JEREMY A	1,122.35
V512	11/15/2011	SKOGEN, ROBERT M.	125.37
V513	11/30/2011	BEIERSDORF, VICTORIA L.	1,149.98
V514	11/30/2011	EICHELKRAUT, WILLIAM B.	1,764.39
V515	11/30/2011	FREEMAN, DEBRA	710.65
V516	11/30/2011	HENDRICKSON, DARLENE M.	961.83
V517	11/30/2011	HILLEBRAND, ROGER J.	1,492.90
V518	11/30/2011	LEHMANN, BRONNA B.	474.38
V519	11/30/2011	LIEN, TRACY	392.08
V520	11/30/2011	LITTLE, APRIL A. W.	1,758.98
V521	11/30/2011	MARTIN, JEREMY A	1,093.85
V522	11/30/2011	MUELLER, KRISTIE A	156.71
V523	11/30/2011	SKOGEN, ROBERT M.	125.37
14806	11/01/2011	*** Test Check ***	0.00
14807	11/01/2011	AUSTIN, MARY H.	846.96
14808	11/01/2011	BIGLER, JULIE L.	244.07

GENERAL FUND CHECKING

ALL Checks

Posted From: 11/01/2011 From Account:
Thru: 11/30/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
14809	11/01/2011	BUTTS, JERRY D.	1,309.23
14810	11/01/2011	CHRISTENSEN, JEAN M.	1,026.15
14811	11/01/2011	DIEDERICH, FREDERICK H.	1,140.58
14812	11/01/2011	FURMAN, RACHEL M.	1,066.90
14813	11/01/2011	HELLER, MOLLY K	165.71
14814	11/01/2011	HULTINE, MOLLY M.	1,507.78
14815	11/01/2011	JOSEPH, MICHELE M.	341.66
14816	11/01/2011	O'CONNOR, THOMAS P.	1,207.59
14817	11/01/2011	PACE, JACK	109.70
14818	11/01/2011	PAULI, DAVID J.	1,002.03
14819	11/01/2011	PELTON, TERESA A.	669.78
14820	11/01/2011	SOLBERG, SHEREE	71.49
14821	11/01/2011	YOUNG, TERESA M	136.85
14822	11/15/2011	*** Test Check ***	0.00
14823	11/15/2011	AUSTIN, MARY H.	841.19
14824	11/15/2011	BIGLER, JULIE L.	209.19
14825	11/15/2011	BUTTS, JERRY D.	1,309.23
14826	11/15/2011	CHRISTENSEN, JEAN M.	1,026.15
14827	11/15/2011	DIEDERICH, FREDERICK H.	970.49
14828	11/15/2011	FURMAN, RACHEL M.	1,158.82
14829	11/15/2011	HELLER, MOLLY K	161.72
14830	11/15/2011	HULTINE, MOLLY M.	1,724.94
14831	11/15/2011	JOSEPH, MICHELE M.	385.19
14832	11/15/2011	O'CONNOR, THOMAS P.	1,330.31
14833	11/15/2011	PAULI, DAVID J.	1,018.74
14834	11/15/2011	PELTON, TERESA A.	614.62
14835	11/15/2011	SOLBERG, SHEREE	98.29
14836	11/15/2011	YOUNG, TERESA M	124.40
14837	11/30/2011	*** Test Check ***	0.00
14838	11/30/2011	AUSTIN, MARY H.	886.17
14839	11/30/2011	BIGLER, JULIE L.	339.84
14840	11/30/2011	BUTTS, JERRY D.	1,398.94
14841	11/30/2011	CHRISTENSEN, JEAN M.	1,113.63

GENERAL FUND CHECKING

ALL Checks

Posted From: 11/01/2011 From Account:
Thru: 11/30/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
14842	11/30/2011	DIEDERICH, FREDERICK H.	1,206.96
14843	11/30/2011	FURMAN, RACHEL M.	1,149.58
14844	11/30/2011	HELLER, MOLLY K	153.43
14845	11/30/2011	HULTINE, MOLLY M.	2,002.21
14846	11/30/2011	JOSEPH, MICHELE M.	651.75
14847	11/30/2011	MANKOWSKI, JAMES B.	286.37
14848	11/30/2011	O'CONNOR, THOMAS P.	1,340.34
14849	11/30/2011	PAULI, DAVID J.	1,127.70
14850	11/30/2011	PELTON, TERESA A.	674.58
14851	11/30/2011	SOLBERG, SHEREE	418.59
14852	11/30/2011	YOUNG, TERESA M	111.97
17098	11/15/2011	DEAR READER.COM	-325.00
17526	11/15/2011	DELUXE DISTRIBUTORS	-132.11
17830	11/01/2011	*** Test Check ***	0.00
17831	11/01/2011	AFLAC	528.00
17832	11/01/2011	ALLIANT ENERGY/WP&L	4,204.86
17833	11/01/2011	ALLIANT ENERGY/WP&L (2)	441.19
17834	11/01/2011	APRIL LITTLE	55.08
17835	11/01/2011	ASSOCIATED APPRAISAL CONSULTANTS, INC.	954.31
17836	11/01/2011	AT&T	33.83
17837	11/01/2011	BAKER & TAYLOR	1,758.49
17838	11/01/2011	BELLEVILLE MUNICIPAL WATER DEPT	398.19
17839	11/01/2011	BEN MEADOWS COMPANY	1,050.93
17840	11/01/2011	BERNTSEN INTERNATIONAL, INC.	2,488.63
17841	11/01/2011	BLACKHAWK TECHNICAL COLLEGE	245.00
17842	11/01/2011	BUCKY'S PORTABLE TOILETS, INC.	170.00
17843	11/01/2011	BUSINESS CARD	1,973.84
17844	11/01/2011	BUSINESS CARD (2)	489.22
17845	11/01/2011	BWI	7.78
17846	11/01/2011	CHARTER COMMUNICATIONS	271.10
17847	11/01/2011	CITGO	969.05
17848	11/01/2011	CITGO (2)	1,220.43
17849	11/01/2011	CITY TREASURER	28.52

GENERAL FUND CHECKING

ALL Checks

Posted From: 11/01/2011 From Account:
Thru: 11/30/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
17850	11/01/2011	DANE COUNTY TREASURER	339.00
17851	11/01/2011	DARLENE HENDRICKSON	45.14
17852	11/01/2011	DEAN CLINIC	313.00
17853	11/01/2011	DELL MARKETING L.P.	1,329.94
17854	11/01/2011	DEMCO	50.75
17855	11/01/2011	FAMILY CIRCLE	28.91
17856	11/01/2011	FASTENAL COMPANY	77.80
17857	11/01/2011	GENERAL ENGINEERING COMPANY	385.00
17858	11/01/2011	GORDON FLESCH CO., INC.	119.31
17859	11/01/2011	GORDON FLESCH COMPANY, INC.	162.74
17860	11/01/2011	GRAINGER	161.25
17861	11/01/2011	HAWKINS , INC.	141.52
17862	11/01/2011	JEAN CHRISTENSEN	30.60
17863	11/01/2011	JEFFERSON FIRE & SAFETY, INC.	335.60
17864	11/01/2011	JERRY BUTTS	145.59
17865	11/01/2011	LOIS LOSENEGGER	150.00
17866	11/01/2011	MIDWEST TAPE	795.43
17867	11/01/2011	MONTGOMERY ASSOCIATES -RESOURCE SOLUTIONS LLC	4,280.10
17868	11/01/2011	MSA PROFESSIONAL SERVICES, INC.	10,653.45
17869	11/01/2011	NORTH SHORE BANK,FSB	280.00
17870	11/01/2011	NORTHERN LAKE SERVICE, INC.	250.20
17871	11/01/2011	OTIS ELEVATOR COMPANY	216.87
17872	11/01/2011	PITNEY BOWES	76.71
17873	11/01/2011	PITNEY BOWES INC	122.38
17874	11/01/2011	PURCHASE POWER	107.99
17875	11/01/2011	PURPLE COW ORGANICS	60.78
17876	11/01/2011	RIVERSIDE MANUFACTURING COMPANY	54.01
17877	11/01/2011	ROBERT FLANAGAN	158.13
17878	11/01/2011	ROD & SANDY RINDY	135.88
17879	11/01/2011	SCHWAAB, INC.	19.74
17880	11/01/2011	SGTS, INC.	4,768.00
17881	11/01/2011	SHORT ELECTRIC INC	199.32
17882	11/01/2011	STAFFORD ROSENBAUM LLP	16,125.84

GENERAL FUND CHECKING

ALL Checks

Posted From: 11/01/2011 From Account:
Thru: 11/30/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
17883	11/01/2011	STATE OF WISCONSIN	564.80
17884	11/01/2011	SUGAR RIVER BANK	200.00
17885	11/01/2011	TASTE OF HOME BOOKS	30.98
17886	11/01/2011	THE MONROE TIMES	90.00
17887	11/01/2011	WE ENERGIES	103.02
17888	11/01/2011	WI STATE LABORATORY OF HYGIENE	20.00
17889	11/01/2011	WILLIAM B. EICHELKRAUT	81.60
17890	11/01/2011	WISCONSIN DEPT. OF TRANSPORTATION (2)	53.00
17891	11/01/2011	WISCONSIN PROFESSIONAL POLICE ASSOCIATION, INC	151.00
17892	11/01/2011	WJZ CLEANING, LLC	511.03
17893	11/01/2011	ZARNOTH BRUSH WORKS, INC.	102.00
17894	11/09/2011	KAYSER AUTOMOTIVE GROUP	23,369.50
17895	11/15/2011	*** Test Check ***	0.00
17896	11/15/2011	ALLIANT ENERGY/WP&L (4)	2,452.83
17897	11/15/2011	BAKER TILLY VIRCHOW KRAUSE LLP	527.00
17898	11/15/2011	BELLEVILLE MUNICIPAL WATER DEPT (2)	98.32
17899	11/15/2011	BOOK PAGE	282.00
17900	11/15/2011	BRONNA LEHMANN	172.38
17901	11/15/2011	BURRESON'S FOODS	965.47
17902	11/15/2011	BURRESON'S FOODS (2)	37.53
17903	11/15/2011	CATE MACHINE AND WELDING, INC.	130.74
17904	11/15/2011	CHARTER COMMUNICATIONS	107.87
17905	11/15/2011	CHARTER COMMUNICATIONS	281.96
17906	11/15/2011	CINTAS CORPORATION	310.60
17907	11/15/2011	CODE 3 TACTICAL SUPPLY	274.80
17908	11/15/2011	COMMAND CENTRAL	285.00
17909	11/15/2011	CONNEY SAFETY PRODUCTS	231.10
17910	11/15/2011	DANE COUNTY HIGHWAY & TRANS.	82,828.76
17911	11/15/2011	DANE COUNTY TREASURER (2)	6.50
17912	11/15/2011	DEAR READER.COM	325.00
17913	11/15/2011	DELUXE DISTRIBUTORS	132.11
17914	11/15/2011	DEMCO	108.84
17915	11/15/2011	FRANCOIS SALES & SERVICE, INC.	66.25

GENERAL FUND CHECKING

ALL Checks

Posted From: 11/01/2011 From Account:
Thru: 11/30/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
17916	11/15/2011	FRONTIER (2)	217.87
17917	11/15/2011	GALLS, AN ARAMARK COMPANY	89.99
17918	11/15/2011	GREEN COUNTY SOLID WASTE	371.53
17919	11/15/2011	HAROLD'S EXCAVATING CO.	400.00
17920	11/15/2011	JERRY BUTTS	185.89
17921	11/15/2011	L.W. ALLEN, INC.	369.05
17922	11/15/2011	LANDMARK SERVICES COOPERATIVE	467.40
17923	11/15/2011	LATHROP & CLARK LLC	1,447.50
17924	11/15/2011	LIBRARY JOURNAL	101.99
17925	11/15/2011	MCGUIRE INC	18,697.90
17926	11/15/2011	MILFORD ENTERPRISES, INC.	3,821.26
17927	11/15/2011	MONTGOMERY ASSOCIATES -RESOURCE SOLUTIONS LLC	1,115.00
17928	11/15/2011	MOVIE LICENSING USA	49.30
17929	11/15/2011	NEWS PUBLISHING COMPANY, INC.	947.15
17929	11/29/2011	NEWS PUBLISHING COMPANY, INC.	-947.15
17930	11/15/2011	NORTH SHORE BANK,FSB	280.00
17931	11/15/2011	NORTHERN LAKE SERVICE, INC.	83.40
17932	11/15/2011	PURE WATERS, LLC	22.00
17933	11/15/2011	PURPLE COW ORGANICS	509.30
17934	11/15/2011	QUILL CORPORATION	34.13
17935	11/15/2011	RAINBOW BOOK COMPANY	2,140.78
17936	11/15/2011	RICHARD HENDRICKSON	8.43
17937	11/15/2011	SUGAR RIVER BANK	200.00
17938	11/15/2011	THE MINNESOTA LIFE INSURANCE COMPANY	529.58
17939	11/15/2011	THE PENWORTHY COMPANY	961.80
17940	11/15/2011	TOM O'CONNOR	125.79
17941	11/15/2011	U.S. CELLULAR	32.79
17942	11/15/2011	VILLAGE OF BELLEVILLE	68,000.00
17943	11/15/2011	WASTE MANAGEMENT OF WI-MN	12,809.12
17944	11/15/2011	WEAVER AUTO PARTS - NEW GLARUS	6.88
17945	11/15/2011	WISCONSIN RURAL WATER ASSOCIATION	1,706.25
17946	11/15/2011	WJZ CLEANING, LLC (2)	321.03
17947	11/29/2011	*** Test Check ***	0.00

GENERAL FUND CHECKING

ALL Checks

Posted From: 11/01/2011 From Account:
Thru: 11/30/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
17948	11/29/2011	AFLAC	528.00
17949	11/29/2011	ALLIANT ENERGY/WP&L	3,747.83
17950	11/29/2011	ALLIANT ENERGY/WP&L (2)	368.77
17951	11/29/2011	ANGELA MORRICK	30.00
17952	11/29/2011	ASSOCIATED APPRAISAL CONSULTANTS, INC.	954.75
17953	11/29/2011	AT&T	77.45
17954	11/29/2011	BARNES & NOBLE INC.	80.69
17955	11/29/2011	BUCKY'S PORTABLE TOILETS, INC.	181.20
17956	11/29/2011	BUSINESS CARD	705.70
17957	11/29/2011	BUSINESS CARD (2)	1,400.63
17958	11/29/2011	BWI	10.96
17959	11/29/2011	CHARTER COMMUNICATIONS	132.14
17960	11/29/2011	CHRISTEN BROTHERS SERVICE	40.67
17961	11/29/2011	DANE COUNTY CLERK	65.85
17962	11/29/2011	DANE COUNTY REGISTER OF DEEDS	30.00
17963	11/29/2011	GENERAL ENGINEERING COMPANY	1,353.70
17964	11/29/2011	GORDON FLESCH COMPANY, INC.	140.83
17965	11/29/2011	GRAINGER	198.13
17966	11/29/2011	HYDRITE CHEMICAL CO	1,312.23
17967	11/29/2011	LANTECH SERVICES, LLC	722.50
17968	11/29/2011	LUCILLE O'CONNOR	30.00
17969	11/29/2011	MONTGOMERY ASSOCIATES -RESOURCE SOLUTIONS LLC	3,657.41
17970	11/29/2011	MSA PROFESSIONAL SERVICES, INC.	6,767.25
17971	11/29/2011	NEWS PUBLISHING COMPANY, INC.	947.15
17972	11/29/2011	NORTH SHORE BANK,FSB	280.00
17973	11/29/2011	NORTHERN LAKE SERVICE, INC.	83.40
17974	11/29/2011	PURE WATERS, LLC	24.00
17975	11/29/2011	PURPLE COW ORGANICS	180.68
17976	11/29/2011	QUILL CORP	110.99
17977	11/29/2011	QUILL CORPORATION	529.97
17978	11/29/2011	RESERVE ACCOUNT	1,000.00
17979	11/29/2011	ROBERT FLANAGAN	140.55
17980	11/29/2011	SHORT ELECTRIC INC	19.19

GENERAL FUND CHECKING

ALL Checks

Posted From: 11/01/2011 From Account:
Thru: 11/30/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
17981	11/29/2011	SOUTH CENTRAL LIBRARY SYSTEM	998.40
17982	11/29/2011	STAFFORD ROSENBAUM LLP	6,089.55
17983	11/29/2011	SUGAR RIVER BANK	200.00
17984	11/29/2011	TOWN OF MONTROSE	1,672.52
17985	11/29/2011	UNITED LABORATORIES	261.80
17986	11/29/2011	WALTER C. STEELE	713.69
17987	11/29/2011	WE ENERGIES	433.58
17988	11/29/2011	WE ENERGIES (3)	73.33
17989	11/29/2011	WI STATE LABORATORY OF HYGIENE	20.00
17990	11/29/2011	WISCONSIN STATE JOURNAL	148.20
17991	11/30/2011	BELLEVILLE POST OFFICE	278.98
ACHDECICI	11/28/2011	ICI DISABILITY INSURANCE	639.18
ACHDECHEAL	11/28/2011	HEALTH INSURANCE	18,106.30
ACHNOVDENT	11/01/2011	DENTAL INSURANCE	1,467.83
Grand Total			409,248.98

GENERAL FUND CHECKING

ALL Checks

Posted From: 11/01/2011 From Account:
Thru: 11/30/2011 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	96,921.86
Total Expenditure from Fund # 500 - CAPITAL PROJECT FUND	122,656.49
Total Expenditure from Fund # 510 - TIF 3 / FAR WEST SIDE DEV	25,367.60
Total Expenditure from Fund # 550 - WASTE MANAGEMENT	14,548.83
Total Expenditure from Fund # 600 - WATER & SEWER	103,145.03
Total Expenditure from Fund # 650 - STORM WATER UTILITY	197.76
Total Expenditure from Fund # 800 - LAKE RESTORATION	10,239.35
Total Expenditure from Fund # 900 - LIBRARY	34,737.08
Total Expenditure from Fund # 950 - CEMETERY FUND	1,434.98
Total Expenditure from all Funds	409,248.98

Re. Organizational meetings

§ 160-9

BELLEVILLE CODE

§ 160-11

- B. Annual organizational meeting. The Village Board shall hold an annual ~~organizational~~ meeting ~~no later than~~ ^{on} the third Tuesday of April ~~or no later than the first Monday of May~~ following the spring election for the purpose of organization.
- C. Village Board minutes. The Village Clerk-Treasurer shall keep a record of all Village Board proceedings and cause the proceedings to be published.

§ 160-10. Special meetings.

- A. Special meetings of the Village Board may be called by the Village President, or by two Trustees filing a request with the Village Clerk-Treasurer at least 48 hours prior to the time specified for such meeting. The Village Clerk-Treasurer shall select the day for the special meeting and immediately notify each Trustee of the time and purpose of such meeting. The notice shall be delivered or mailed to each Trustee personally or left at his or her usual place of abode, or the Trustee shall be notified by telephone to obtain a copy of the meeting notice from the Village office, a minimum of 24 hours prior to the meeting time. However, an emergency meeting, as defined in Ch. 19, Wis. Stats., may be held upon two hours' legal notice. The Village Clerk-Treasurer shall cause a record of such notice to be filed in his or her office prior to the time fixed for such special meeting. No business shall be transacted at a special meeting except for the purpose stated in the notice thereof. Notice to the public of special meetings shall conform to the open meeting requirements of § 61.32 and Ch. 19, Subch. V, Wis. Stats. The Village Clerk-Treasurer shall give notice immediately upon the call for such meeting being filed with him or her.
- B. The request for any special meeting shall state the purpose for which the meeting is to be called and no business shall be transacted but that for which the meeting has been called.

§ 160-11. Open meetings; adjournment of meetings.

- A. Open Meeting Law compliance. All meetings shall be open to the public, unless falling within a lawful exception of the Wisconsin Open Meeting Law.¹
- B. Adjournment of meetings. An adjournment to a closed session may be only for a permitted purpose as enumerated in § 19.85, Wis. Stats., and must meet the other requirements of said § 19.85, Wis. Stats.
- C. Meetings to be open. During the holding of any open session in the regular meeting room or in the substituted meeting room, said room and said meeting shall at all times be open and remain open to all citizens.
- D. Closed meetings. The provisions of this Code do not prohibit the Village Board or any committee thereof from having a closed meeting which is legally convened and legally held in a room in said building other than the official meeting room or in some other building in the Village.

1. Editor's Note: See §§ 19.81 to 19.98, Wis. Stats.

Ch. 218, Building Construction

Title 10, Ch. 7, of the 1994 Code

- A. We will update the references in this chapter to the Department of Industry, Labor and Human Relations to the Department of Commerce.
- B. Section 218-2, Building permits and inspection.
 - (1) The wording of § 218-2A(2)(a), Alterations, is incomplete and does not make sense. Perhaps the following revision could be made:

'When any existing building or structure accommodates a legal occupancy and use but is of a substandard type of construction, then alterations which involve beams, girders, columns, bearing or other walls, room arrangement, heating and air-conditioning systems, light and ventilation, or changes in location of exit stairways or exits, or any or all of the above, may be made in order to bring such existing construction into conformity with the minimum requirements of this chapter applicable to such occupancy and use and given type of construction, when not in conflict with any other regulations.

Decision:

- Revise as indicated
- Revise as follows:

- (2) Subsection C, Site plan approval, provides for site plan approval by the Plan Commission. However, there are two references to the Village Board, in Subsection C(3)(d) and (4), and Subsection C(4) indicates that it is the Village Board which grants site plan approval, not the Plan Commission.

Decision:

- Change "Village Board" to "Plan Commission" in Subsection C(3)(d) and (4)
- Revise as follows: *CHANGE TO "FOR SITE PLAN APPROVAL BY PLAN COMMISSION TO RECOMMEND TO VILLAGE BOARD FOR APPROVAL"*
- Make no change

- (3) Subsection C, Site plan approval, contains much of the same wording as § 615-81, Site plan approval, in Chapter 615, Zoning. The Village might want to consider having the site plan procedure in just one location in the Code, so that conflicts are not created in the future if the Village amends one of these sections but not the other.

Perhaps Subsection C could be revised to refer to the procedure in § 615-81.

Decision:

- Replace Subsection C with a reference to the site plan procedure in § 615-81
- Revise as follows:
- Make no change

- (4) In Subsection F the wording "Plans for buildings requiring the State Building Code" does not make sense. This wording usually reads "Plans for buildings required to comply with the State Building Code." We will make this correction.
- (5) Subsection J(1)(a), regarding revocation of permits, should "after written warning or construction has been issued to him" be revised to "after written warning has been issued to him" or is wording missing?

Decision:

- Delete "or construction"
- Revise as follows:

- (6) In Subsection J(1)(f) the wording "a violation of any of the conditions of an approval or occupancy given by the Building Inspector" apparently should read "a violation of any of the conditions of an approval or certificate of occupancy given by the Building Inspector." We will make this correction.
 - (7) In Subsection J(2) the wording "a building, HVAC, plumbing or electrical certificate of occupancy or approval" apparently should read "a building, HVAC, plumbing or electrical permit, certificate of occupancy or approval." See Subsection J(1) of this section. We will make this correction.
- C. In § 218-3, State Uniform Dwelling Code adopted, Subsection D(1) provides as follows: "The Building Inspector shall be certified for inspection purposes by the Department in each of the categories specified under Sec. Comm 26.06, Wis. Adm. Code." This reference to the Administrative Code is incorrect. Chapter Comm 26 deals with manufactured homes.

Decision:

- Revise to Sec. Comm 5.63, Dwelling inspectors
- Revise as follows:

D. Section 218-4, Construction standards; codes adopted.

- (1) Subsection A(1) adopts by reference Chapters Comm 50 to 64 of the Administrative Code. These chapters no longer exist. Chapters Comm 50 to 64 were repealed in 2002 and replaced by Chapters Comm 61 to 65 (the Wisconsin Commercial Building Code).

Decision:

- Update Subsection A(1) to adopt Chs. Comm 61 to 65
 Revise as follows: *ADD 61-66*

- (2) Subsection A(1) also adopts Chapter Comm 70, which is listed again in Subsection A(11). This chapter no longer exists.

Decision:

- Delete references to Chapter Comm 70
 Revise as follows:

- (3) Subsection A(2) deals with dwelling units. Should this subsection be moved to § 218-3, which provides for adoption of the State Uniform Dwelling Code?

Decision:

- Move Subsection A(2) to § 218-3
 Revise as follows:
 Make no change

- (4) Subsection A(3) lists Chapter Comm 4 as "Signs for Smoking Areas." Current Chapter Comm 4 is "Grants for Construction Career Academies."

Decision:

- Delete Subsection A(3)
 Revise as follows:

- (5) We have updated the reference to "Comm 41-42, Boiler and Pressure Code" in Subsection A(8) to "Comm 41, Boilers and Pressure Vessels." There is no Chapter Comm 42.

Village of Belleville, WI

- (6) Subsection A(9) lists Chapter Comm 66 as "Uniform Multifamily Dwellings." Current Chapter Comm 66 is titled "Existing Buildings" and was adopted in 2008.

Decision:

- Revise Subsection A(9) to adopt Ch. Comm 66, Existing Buildings
 Delete Subsection A(9)
 Other:

- (7) Subsection A(10) lists Chapter Comm 69, Barrier-Free Design. This chapter no longer exists.

Decision:

- Delete Subsection A(10)
 Revise as follows:

- (8) Subsection A(12) lists Chapter Comm 73, Illumination. This chapter no longer exists.

Decision:

- Delete Subsection A(12)
 Revise as follows:

- (9) In Subsection B we have updated the reference to Chapters H 81, H 82 and H 83 to Chapters Comm 81 to 87 (plumbing). We question whether the reference to Chapter Comm 25 in this subsection could be deleted. Section 218-3 already provides for the adoption of the Uniform Dwelling Code, including Chapter Comm 25.

Decision:

- Delete reference to Chapter Comm 25
 Make no change

- (10) Subsection C(1) provides for the adoption of Chapter Comm 24 of the Administrative Code. We question whether Subsection C(1) could be deleted as the Uniform Dwelling Code, including Chapter Comm 24, has already been adopted in § 218-3. It seems unnecessary for this chapter to be adopted twice.

Decision:

- Delete Subsection C(1)
 Make no change

- (11) Subsection C(3) provides for the adoption by reference of Chapters Comm 16 and 17 of the Administrative Code. Chapter Comm 17 was repealed effective October 1, 1999. Perhaps this subsection could be revised to read as follows:

Chapter Comm 16, Wis. Adm. Code, and all amendments thereto are hereby adopted by reference and made a part hereof. The Village of Belleville hereby takes the responsibility of electrical inspection of public buildings and places of employment pursuant to Ch. Comm 16. The Village of Belleville shall employ a state certified commercial electrical inspector (COMEL). Except as otherwise noted by this ordinance, all installations of electrical equipment shall conform to and comply with State Electrical Code, the statutes of the state, and any orders, rules and regulations issued by authority thereof, and with approved electrical standards for safety of persons and property.

Decision:

- Revise as indicated
 Revise as follows:
 Make no change

- E. In § 218-9B(5) the reference to "Sec. 181.12 and NR 158.03(4), Wis. Adm. Code" is incorrect. The Administrative Code does not contain a Chapter NR 181 or a Chapter NR 158. Hazardous waste management is now governed in the Administrative Code in Chapters NR 660 through 679.

Decision:

- Revise to read "as defined by standards promulgated by the Department of Natural Resources as amended from time to time"
 Delete "[as defined by Sec. 181.12 and NR 158.03(4), Wis. Adm. Code as amended from time to time]"
 Other:

- F. The last sentence of § 218-10C contains an outdated reference to § 66.60, Wis. Stats. Should this reference be updated to refer to § 66.0627, Special charges for current services, or § 66.0703, Special assessments?

Decision:

- Revise to § 66.0627
 Revise to § 66.0703
 Other:



Ch. 297, Hazardous Materials and Pollutants

Secs. 5-3-2 and 5-3-3 and Title 8, Ch. 2, of the 1994 Code

- A. We question whether the word "storing" should be added in § 297-1A(1) as follows: "All persons, firms or organizations using, researching, [or] producing or storing hazardous materials and/or infectious agents shall notify the Fire Department as prescribed by this section." Similar wording elsewhere in this section includes "storing." See § 297-1A(2) for example.

Decision:

- Revise as indicated
- Revise as follows:
- Make no change

- B. In § 297-2A we have updated the reference to Chapter ILHR 8 of the Administrative Code to Chapter Comm 10, Flammable, Combustible and Hazardous Liquids. Chapter Comm 8 is titled "Mines, Pits and Quarries."

- C. Section 297-6 refers to the "Head of Emergency Government Services" and "Emergency Government Services officers and staff." Are these references up-to-date? We note that Section 2-3-15, Head of Emergency Government Services, of the old Village Code was repealed in 2005. See also Chapter 57, Emergency Management.

MAN NEED TO REVISE

Decision:

- Revise as follows:
- Make no change

Emergency management chairperson or village president



Ch. 304, Historic Preservation

Title 10, Ch. 11, of the 1994 Code

- A. The following underlined wording in § 304-6B(2)(a) does not make sense: "Notice of the time, place, and purpose of the public hearing shall be sent by the Village to the Village Board and the owners of record."

Decision:

- Delete "by the Village"
- Revise as follows:

Village of Belleville, WI

- E. In § 276-3E should the wording "shall be filed in the office of the Village" read "shall be filed in the office of the Village Clerk-Treasurer"?

Decision:

- Revise as indicated
- Revise as follows:
- Make no change

- F. Section 276-4D and E establish storage distances for fireworks of 500 feet from a dwelling or place of assemblage. In § 167.10(6)(d) and (e), Wis. Stats., this distance is 50 feet. Is any revision needed? Note that § 167.10(5)(b), Wis. Stats., provides that a local ordinance may be more restrictive than the statute.

Decision:

- Change 500 feet to 50 feet
- Revise as follows:
- Make no change

- G. Section 167.10(9)(b), Wis. Stats., provides that a person violating an ordinance adopted under § 167.10(5) shall forfeit not more than \$1,000. Should this penalty be added to this chapter?

Decision:

- Add penalty of up to \$1,000 for violations of this chapter
- Add reference to the general penalty in § 1-4
- Make no change

Ch. 289, Grading

Title 10, Ch. 13, of the 1994 Code

This chapter appears satisfactory as written.

OK

Village of Belleville, WI

- B. Section 304-8 provides for a fine of \$50 for violations of this chapter. Is this penalty still satisfactory?

Decision:

- Revise to refer to the general penalty in § 1-4
- Revise as follows:
- Make no change

Ch. 320, Intoxicating Liquor and Fermented Malt Beverages**Art. I, Licensing**

Title 7, Ch. 2, of the 1994 Code

- A. Section 320-2, Definitions.

- (1) This section refers to the definition of "alcoholic beverages" in Ch. 125, Wis. Stats. The term defined and used in that chapter is "alcohol beverages." See § 125.02(1). We will make this correction. The terms "alcoholic beverages" and "alcohol beverages" are both used in this chapter. The Village might want to make this terminology consistent.

Decision:

- Use "alcohol beverages"
- Use "alcoholic beverages"
- Retain both terms

- (2) This section lists the definition of "retailer" twice. We will delete "retailers" following "wholesalers." This section also states that the term "nonintoxicating beverages" shall have the meaning given by Ch. 125, Wis. Stats. That term does not appear in Ch. 125. The only reference to nonintoxicating beverages in the statutes is in § 66.0433.

Decision:

- Delete "nonintoxicating beverages"
- Make no change

(3) This section also refers to the definition of "operators." This term is not actually defined in § 125.02, Wis. Stats.

Decision:

- Delete "operators"
- Make no change

B. Section 320-4E(2) and F(2) provide for a forfeiture of \$200 for a person fronting for any group other than the one applied for with regard to a temporary license. Is this penalty still satisfactory?

Decision:

cannot find reference to a penalty in Stats or in Form

SHOULD BE IN THE SCHEDULE

- Revise to refer to the penalty in § 320-22 of this article
- Revise as follows:
- Make no change

C. Section 320-4F(1) provides for the issuance of a temporary "Class B" license authorizing the sale of wine containing not more than 6% alcohol by volume. The text of this subsection appears to be based on § 125.51(10), Wis. Stats. We note that the statute does not include the wording "containing not more than 6% alcohol by volume." It provides:

Notwithstanding s. 125.68(3), temporary "Class B" licenses may be issued to bona fide clubs, to county or local fair associations or agricultural societies, to churches, lodges or societies that have been in existence for at least 6 months before the date of application and to posts of veterans' organizations authorizing the sale of wine in an original package, container or bottle or by the glass if the wine is dispensed directly from an original package, container or bottle at a particular picnic or similar gathering, at a meeting of the post, or during a fair conducted by the fair association or agricultural society.

Decision:

- Delete "containing not more than 6% alcohol by volume"
- Revise as follows:
- Make no change

D. Section 320-4H(3), regarding a "Class C" license, differs from the current wording of § 125.51(3m)(c), Wis. Stats., which provides as follows:

A "Class C" license may be issued to a person qualified under s. 125.04(5) for a restaurant in which the sale of alcohol beverages accounts for less than 50% of gross receipts and which does not have a barroom or for a restaurant in which the sale of alcohol beverages accounts for less than 50% of gross receipts and which has a barroom in which wine is the

only intoxicating liquor sold. A "Class C" license may not be issued to a foreign corporation, a foreign limited liability company or a person acting as agent for or in the employ of another.

Decision:

- Revise § 320-4H(3) to match § 125.51(3m)(c), Wis. Stats.
- Revise as follows:
- Make no change

E. Section 320-5I provides for an initial fee of \$10,000 for a reserve "Class B" intoxicating liquor license and an economic development grant program to offset this fee. We would like to confirm that this fee amount should be retained in the Code. It is prescribed by § 125.51(3)(e)2, Wis. Stats.

SEE WHAT GRANT REFERENCE IS
 PAR 953

Decision:

- Retain fee
- Revise as follows:

F. In § 320-5I(2)(b) the reference to § 453.04 of the statutes seems to be incorrect. Chapter 453 deals with the Veterinary Examining Board.

Decision:

- Delete "pursuant to § 453.04, Wis. Stats."
- Revise as follows: *See Attached. I do not think denial of a grant is treated the same as denial of a license*

G. In § 320-6A we have revised the reference to §§ 887.01 to 887.04, Wis. Stats., to refer to §§ 887.01 to 887.03. Section 887.04 was repealed by court order in 1973.

H. Section 320-9B refers to "regulations of the State Board of Health and local Board of Health applicable to restaurants." A similar reference appears in § 320-14E. As far as we can determine, the State Board of Health was abolished in 1969. Section 125.68(5), Wis. Stats., refers to "the rules promulgated by the Department of Health Services governing sanitation in restaurants."

Decision:

- Revise to read "regulations of the State Department of Health Services applicable to restaurants"
- Revise as follows:

Subsection G. An applicant for a reserve "Class B" intoxicating liquor license shall pay an initial issuance fee of \$10,000, except that this initial issuance fee shall not be required for an initial issuance of a reserve "Class B" intoxicating liquor license to a bona fide club or lodge situated and incorporated in the state for at least six years.

- (2) Grants for certain reserve "Class B" intoxicating liquor licenses.
- (a) The Village of Belleville hereby finds that it is in the interests of the public welfare to increase the property tax base, provide employment opportunities, attract tourists and generally enhance the economic and cultural climates of the community by providing additional economic incentive for new businesses with liquor licenses.
- (b) After the grant of any new reserve "Class B" license and payment of the \$10,000 initial issuance fee, the applicant may file an application for an economic development grant of \$10,000 with the Clerk. The Clerk shall determine whether the licensee is operating in compliance with the approved license. If the Clerk determines that the licensee is not in compliance with the approved license, no economic development grant may be authorized and the Clerk shall make such finding in writing and cause to be delivered a copy of the findings to the licensee. If the licensee disagrees with the Clerk's determination, the licensee may file a written notice of appeal upon the Clerk within 10 calendar days of the delivery of the written notice of the Clerk's findings. Upon receiving such notice from the licensee, the Clerk shall forward said notice to the Village Board which shall hold a hearing thereon. The Village Board may affirm or reverse the Clerk's determination. ~~If the Clerk's determination is affirmed, appeal may be taken to circuit court pursuant to § 453.04, Wis. Stats. If the Clerk's determination is reversed, the Clerk shall authorize the payment of the economic development grant.~~

§ 320-6. Application for license.

- A. Contents. Application for a license to sell or deal in intoxicating liquor or fermented malt beverages shall be made in writing on the form prescribed by the Wisconsin Department of Revenue and shall be sworn to by the applicant as provided by §§ 887.01 to 887.03, Wis. Stats., and shall be filed with the Village Clerk-Treasurer not less than 15 days prior to the granting of such license. The premises shall be physically described to include every room and storage space to be covered by the license, including all rooms not separated by a solid wall or joined by connecting entrances.
- B. Corporations. Such application shall be filed and sworn to by the applicant, if an individual, or by the president or secretary, if a corporation.
- C. Publication. The Village Clerk-Treasurer shall publish each application for a Class "A," Class "B," "Class A," "Class B" or "Class C" license. There is no publication requirement for temporary Class "B" picnic beer licenses under § 125.26, Wis. Stats., or temporary "Class B" picnic wine licenses under § 125.51(10), Wis. Stats. The application shall be published once in the official Village newspaper, and the costs of publication



Ch. 455, Streets and Sidewalks

Title 6, Chs. 1 and 2, and Title 7, Ch. 7, of the 1994 Code

A. There are four references in this chapter to § 66.60(16), Wis. Stats., as noted below. Section 66.60(16) was repealed by 1999 Act 150. Please indicate whether the sections below should be updated to refer to § 66.0627, Special charges for current services, or § 66.0703, Special assessments.

(1) Section 455-3, Removal of rubbish and dirt from sidewalks.

Decision:

- Revise to § 66.0627 (special charge) — *yes charge*
- Revise to § 66.0703 (special assessment)

*ASK AFR...
How did you
translate*

(2) Section 455-16, Damage to streets, curbs and gutter.

Decision:

- Revise to § 66.0627 (special charge)
- Revise to § 66.0703 (special assessment)

(3) Section 455-17A(3) and C, repair of curb and gutter (the term "special charge" is used in these subsections).

Decision:

- Revise to § 66.0627 (special charge)
- Revise to § 66.0703 (special assessment)

B. Section 455-6B(1) requires that "Sufficient warning lights shall be kept on from sunrise to sunset." Should this wording read "from sunset to sunrise"?

Decision:

- Change "from sunrise to sunset" to "from sunset to sunrise"
- Revise as follows:
- Make no change

C. In § 455-8, Street privilege permit, we question whether the references to moving buildings should be deleted in light of Chapter 218, Building Construction, § 218-12, Regulations for moving buildings. Section 455-8 requires a person moving a building to obtain a street

privilege permit from the Clerk-Treasurer while § 218-12 requires a permit from the Building Inspector.

Decision:

- Revise § 455-8 to delete all wording related to moving buildings
- Revise as follows:
- Make no change

- D. Section 455-10B was amended in 2010 to add the words "and those plants that are not a nuisance, hazard or obstruction" after "shall not be paved, surfaced or covered with any material which shall prevent the growth of plants." This wording is awkward and unclear; it does not really follow the wording which comes before it. The Village might want to clarify this subsection. Perhaps the following revision could be made:

All that part of the terrace not covered by a sidewalk shall be kept free and clear of all noxious weeds and shall not be paved, surfaced or covered with any material which shall prevent the growth of plants, and those plants that are not a nuisance, hazard or obstruction may be placed in the terrace area.

Decision:

- Revise as indicated
- Revise as follows:
- Make no change

- E. In § 455-10C the last sentence currently provides that "Every owner...shall be located behind the face of the curb." We believe the intent of this provision is as follows: "Every owner shall keep mailboxes located on the terrace free and clear of snow, and mailboxes shall be located behind the face of the curb."

Decision:

- Revise as indicated
- Revise as follows:

- F. Section 455-15A, Buildings to have street numbers, as amended in 2010, now includes wording that is also included in § 455-15C. Was it the Village's intent for § 455-15C to be deleted? See below. This duplication should be eliminated.

§ 455-15A: House numbers shall be displayed. The owner, occupant or agent in charge of the premises shall cause to be affixed and to be maintained when so affixed to each principal building controlled by him/her the official street number assigned to that building as provided in this subsection. The physical numbers provided herein shall be not less than

Village of Belleville, WI

D. Removal by private service. The officer may order a motor carrier holding a permit to perform vehicle towing services, a licensed motor vehicle salvage dealer or a licensed motor vehicle dealer which performs vehicle towing services to remove and store such vehicle in any public storage garage or rental parking grounds or any facility of the person providing the towing services.

Decision:

- Revise § 493-20C and D as set forth above
 Revise as follows:
 Make no change

E. In § 493-35, regarding low-speed vehicles, we have revised "See the penalty section of the ordinances" to "See Chapter 1, General Provisions, § 1-4." Is this change acceptable?

Decision:

- Change is acceptable
 Revise as follows:

Ch. 505, Waste Management

Title 8, Ch. 3, and Sec. 8-1-3 of the 1994 Code

A. The definition of "hazardous waste or hazardous substance" in § 505-3 contains outdated references to § 144.62, Wis. Stats., which was repealed in part and renumbered in part by 1995 Act 227, and Chapter NR 181 of the Administrative Code, which no longer exists. We were unable to determine exactly how these references should be updated. Hazardous waste management is now governed in the Administrative Code in Chapters NR 660 through 679 and in the statutes in Chapter 291, Hazardous Waste Management. The definition of "hazardous waste" in § 291.01(7), Wis. Stats., currently reads as follows:

"Hazardous waste" or "waste" means any solid waste identified by the department as hazardous under s. 291.05(1), (2) or (4).

Decision:

- Replace definition with: "Hazardous waste or hazardous substance -- As defined in § 291.01(7), Wis. Stats."
 See revisions on enclosed copy

B. The definition of "postconsumer waste" in § 505-3 appears to be missing wording. This definition usually reads as follows:

Sec. 8-3-20 Other Prohibited Practices in Collection and Handling of Recyclables.

No person, persons or other entity generating waste within the Village shall do any of the following:

- a) Deposit or cause to be deposited any recyclable material at any authorized collection point when the site is closed or not operating;
- b) Deposit or cause to be deposited any waste material, whether recyclable or not, in or upon any public street, public waters, or public grounds in the Village except at authorized locations within appropriate packaging or placed into appropriate containers during specifically authorized collections if any are provided;
- c) Deposit or cause to be deposited any recyclable materials in any container not specifically intended for the collection of that type or group of recyclable material;
- d) Deposit or cause to be deposited any non-recyclable material in any container specifically intended for the collection or deposit of recyclable material;
- e) Mix or permit intermixing of recyclable and non-recyclable materials intended for collection by a collector/hauler or intended to be processed at a material recycling facility.

Sec. 8-3-21 Contracting with Collector/Hauler. Now 505-21 B

- a) The Village may find that the purposes of this Chapter will be better served by limiting collection of waste activities to a minimum and to that end the Village will contract with an independent contractor to provide waste collection services in accordance with this Chapter. If any person needs a service in excess of that provided by such collector/hauler pursuant to the collection contract with the Village, such person is free to contract, at such person's cost, for such additional services as may be required or desired.
- b) The Village Board shall be authorized, if it so determines, to place the pro-rata cost of such collector/hauler's fee for such services on the tax bill for the real property from which such waste is generated. Said amount so placed on the tax bill for each year in advance of such services and when so placed shall have the same force and effect as real estate taxes and shall be paid as in the same manner as real estate taxes.
- c) The Village and the collector/hauler shall establish pickup times for the collection of collectible wastes.

Sec. 8-3-22 Condominiums.

Each condominium association in the Village shall be responsible for establishing compliance with this Chapter by the owner of each condominium unit, and shall submit its plan for compliance to the Village for approval and shall submit for approval of the Village any changes in such plan. Such plan may provide for the purposes of this Chapter. Each condominium unit shall be treated the same as a single residential dwelling or the entire condominium shall be treated for such purposes as a

To correct - paid in arrears

Solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in § 291.01(7), Wis. Stats., waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in § 289.01(17), Wis. Stats.

Decision:

- Revise definition as set forth above
- Revise as follows:
- Make no change

- C. The terms "multifamily dwelling" and "multiple-family dwelling" are both used in this chapter. We recommend making these references consistent.

Decision:

- Use "multifamily dwelling"
- Use "multiple-family dwelling"
- Retain both terms

- D. Please note that we have incorporated the wording of Section 8-1-3, Deposit of deleterious substances, of the old Village Code into this chapter as Subsection B of § 505-18, Improper placement.

- E. Section 505-28 contains an incorrect cross-reference to "Sections 8-4-10 and 8-4-13(a)." There were no such sections in the old Village Code. Should this reference be updated to §§ 505-4 and 505-5 of this chapter?

Decision:

- Update reference to §§ 505-4 and 505-5
- Revise as follows:

- F. Section 505-29 repeats wording already included in § 505-16:

§ 505-16: It shall be a violation of this chapter for any person unauthorized by the Village to collect or pick up, or cause to be collected or picked up, any recyclable materials that are placed for disposal by the Village or by any authorized agent.

§ 505-29: It shall be unlawful for any person, unless under contract with or licensed by the Village of Belleville, to collect or remove any recyclable material that has been deposited or placed at the curb for the purposes of collection for recycling.

Decision:

- Delete § 505-29
- Revise as follows:
- Make no change

G. There are two different sections in this chapter titled "Nondisposable materials." See §§ 505-10 and 505-30. There are conflicts between these sections. Section 505-10 prohibits disposal of "large quantities of paint" while § 505-30 prohibits the disposal of any paint.

Decision:

- Delete § 505-30
- Revise as follows:
- Make no change

H. Section 505-31 is essentially a duplication of § 505-15:

§ 505-15: It shall be unlawful to bring refuse from outside the Village of Belleville limits into the Village limits for disposal unless specifically authorized by written agreement with the Village.

§ 505-31: It shall be unlawful to bring refuse for disposal (and recyclables) from outside the corporate limits into the Village unless authorized by agreement with the Village Board.

Decision:

- Delete § 505-31
- Delete § 505-15
- Make no change

I. Section 505-33 refers to "billing plus \$50" when a special collection is made due to a violation of this chapter. Is this amount current?

Decision:

- Revise as follows:
- Make no change

hourly
change to Rate as charged
in fee schedule

*COULD BE
 STRONG ANALYSIS
 SHOULD THIS BE IN
 THE SUMMARY*

505-218 by 4 s/o errors, not advised

Village of Belleville, WI

- D. Section 525-21C sets the penalty for unauthorized connections to or modifications of the cable television system at not less than \$100 nor more than \$500. Is this penalty still satisfactory?

Decision:

- Revise as follows:
- Make no change
- Not applicable; chapter omitted

- E. Section 525-27B sets the penalty for violations of this chapter by the grantee at a maximum of \$500. Is any revision desired?

Decision:

- Revise as follows:
- Make no change
- Not applicable; chapter omitted



Ch. 538, Sewer

Art. I, Connection to Public Sewer

Sec. 8-1-7 of the 1994 Code

Section 538-1 requires connection to the public sewer within 10 days of notice. This section conflicts with §§ 538-19G and 538-22B in Article II of this chapter which require connection within 90 days.

Decision:

- Change 10 days to 90 days in § 538-1
- Change 90 days to 10 days in §§ 538-19G and 538-22B
- Other:

Art. II, Sewer Use

Title 9, Ch. 2, of the 1994 Code

- A. In the definition of "Standard Methods" in § 538-11 we will update the reference to the Water Pollution Control Federation to the Water Environment Federation.

B. The following portion of § 538-19E appears to be missing wording and does not make sense: "treatment of such wastes which will render the content of such waste's discharge with applicable Village, state and federal laws, ordinances and regulations." Perhaps the following revision could be made: "treatment of such wastes which will render such wastes acceptable for discharge in accordance with applicable Village, state and federal laws, ordinances and regulations."

Decision:

- Revise as indicated
- Revise as follows:

C. In § 538-20B(2) we would like to confirm that the inclusion of the word "mat" is correct: "Any water or wastes which may contain more than 100 milligrams per liter of mat, oil, grease or hexane extractable material."

Decision:

- Delete "mat"
- Revise as follows:
- Make no change

Water Board ?

— this is sludge material. Is OK (per Jerry B)

D. Section 538-24D provides as follows: "Twenty-five dollars shall be charged for a discharge application or permit." Should this fee be removed? Is the fee for the actual permit, the application for a permit, or both?

Decision:

- Revise to read "A fee as set by resolution of the Village Board shall be charged for issuance of a discharge permit"
- Revise to read "A fee as set by resolution of the Village Board shall be charged at the time of application for a discharge permit"
- Other:

Class of Permit Application

E. Section 538-25D is an exact duplicate of § 538-17. We will delete § 538-25D to eliminate this duplication.

Editorial Analysis

Village of Belleville, WI

(sewer discharge)

F. Section 538-30 sets the penalty for violation of this article at \$200 per day. Is this amount still satisfactory?

1/21/01 Rev'd
29 Feb. 14 Amend
to 2000/01/21

Decision:

- Revise to refer to the general penalty in § 1-4
- Revise as follows:
- Make no change

(nothing specific listed for penalty in NR Rules)

Ch. 554, Stormwater Utility

Title 9, Ch. 5, of the 1994 Code

This chapter appears satisfactory as written.

Ch. 563, Underground Utilities

Title 6, Ch. 3, of the 1994 Code

This chapter appears satisfactory as written.

Ch. 569, Water

Title 9, Chs. 1 and 4, of the 1994 Code

A. In § 569-4, Private well abandonment, Subsection D provides for a penalty of not less than \$5 nor more than \$100 for violations of this section. Is this penalty still satisfactory?

Decision:

- Revise to refer to the general penalty in § 1-4
- Revise as follows:
- Make no change

B. In § 569-5D we will update the reference to the "Public Works Superintendent" to the Public Works Director for consistency with the rest of this Code.

Village of Belleville, WI

- F. Section 538-30 sets the penalty for violation of this article at \$200 per day. Is this amount still satisfactory?

Decision:

- Revise to refer to the general penalty in § 1-4
- Revise as follows:
- Make no change

Ch. 554, Stormwater Utility

Title 9, Ch. 5, of the 1994 Code

OK
This chapter appears satisfactory as written.

Ch. 563, Underground Utilities

Title 6, Ch. 3, of the 1994 Code

This chapter appears satisfactory as written.

Ch. 569, Water

Title 9, Chs. 1 and 4, of the 1994 Code

- A. In § 569-4, Private well abandonment, Subsection D provides for a penalty of not less than \$5 nor more than \$100 for violations of this section. Is this penalty still satisfactory?

Decision:

- Revise to refer to the general penalty in § 1-4
 - Revise as follows:
 - Make no change
- B. In § 569-5D we will update the reference to the "Public Works Superintendent" to the Public Works Director for consistency with the rest of this Code.

Re: Wall Signs
Ch. 615

§ 615-44

BELLEVILLE CODE

§ 615-45

- (9) An approved professional sign shall be a sign not exceeding eight square feet in area, stating only the name and business or profession of the home occupant or the character or the use of the premises on which the sign is maintained. It shall not be illuminated and shall not move.
- (10) Political signs may be posted 60 days before an election and must be removed within 10 days after said election. Said sign shall be a maximum of eight square feet.
- (11) Rummage or garage sale signs not to exceed eight square feet in area, but use of this type of sign shall be limited to 72 hours per sale.

§ 615-45. Permitted commercial and industrial signs.

A. Permitted signs. The following signs shall require a permit to be issued by the Village of Belleville. Signs may be permitted in all commercial, planned unit development (commercial/industrial) and industrial districts, subject to the following restrictions:

Change
+0 16 inches
★

- (1) Wall signs placed against the exterior walls of buildings shall not extend more than ~~six inches~~ out from a building's wall surface, shall not exceed 250 square feet in area or 20% of the wall surface (whichever is smaller) per wall for any one premises, and shall not exceed the height of the wall for which it is displayed, depending upon the height of the wall. Said wall signs shall not exceed 45 feet in height in districts fronting Federal Aid Primary (FAP) Highways, and shall not exceed 30 feet in height in other commercial and industrial districts if the walls in question are greater than the 45 feet and 30 feet respectively. Wall signs shall exclusively advertise on-premises businesses, or public service organizations or causes.
- (2) Projecting signs fastened to, suspended from or supported by structures shall not exceed 32 square feet in area for any one business, shall not extend more than six feet into any required yard, shall not extend beyond the curb line, shall not be less than 10 feet from all side lot lines, shall not be less than a height of 10 feet above the mean center-line street grade and shall not be less than 15 feet above a driveway or an alley and not be more than 20 feet above a driveway or alley.
- (3) Freestanding signs in commercial and industrial districts shall not exceed 20 feet in height above the center line of the grade of the street from which access to the premises is obtained, and shall not exceed 120 square feet on all sides for any one premises and shall not project into the right-of-way. [Amended 6-7-2010 by Ord. No. 2010-06-08]
- (4) Roof signs are prohibited in the Village.
- (5) Off-premises signs, displays and devices (collectively "off-premises signs") shall not be permitted within 300 feet of a residential district and shall comply with the following restrictions: [Amended by Ord. No. 1998-10-04]
 - (a) The off-premises signs shall not exceed 20 feet in height above the center line of the grade of the street from which access to the property is obtained.

PART III: UTILITIES

Ch. 525, Cable Television

Title 9, Ch. 3, of the 1994 Code

- A. This chapter establishes the procedure for granting cable television franchises. Pursuant to 2007 Act 42 (see § 66.0420, Wis. Stats.), the State Department of Financial Institutions is now the exclusive franchising authority for video services in Wisconsin. Existing municipal franchise agreements remain in effect but cannot be renewed. Incumbent cable operators can choose either to continue to operate under the existing municipal franchise until it expires or to terminate the franchise and apply for a state franchise. The Village Attorney should be consulted regarding this chapter in light of these changes to the state law. If the Village does not have any active cable television franchise agreements this chapter may no longer be needed.

Decision:

- Retain this chapter
 Omit this chapter

*Village agreement expires Dec 2014
(15 year agreement - started
12/7/1998)*

- B. The definition of "cable communications system" in § 525-3 requires revision, as the following wording does not make sense in the context of this chapter: "A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of this Act, except that such facility shall be considered a Cable System [other than for purposes of Section 621(c)]." Perhaps the following revision could be made: "A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Federal Cable Communications Policy Act, except that such facility shall be considered a cable system [other than for purposes of Section 621(c) of said Act]."

Decision:

- Revise wording as indicated
 Revise as follows:
 Not applicable; chapter omitted

- C. In § 525-4D(5) the wording "If the Village finds the Grantee's performance satisfactory, and finds the Village's technical, legal, and financial abilities acceptable" apparently should read "If the Village finds the Grantee's performance satisfactory, and finds the Grantee's technical, legal, and financial abilities acceptable." See § 525-4D(2)(c). We will make this correction.

Village of Belleville, WI

- D. Section 525-21C sets the penalty for unauthorized connections to or modifications of the cable television system at not less than \$100 nor more than \$500. Is this penalty still satisfactory?

Decision:

- Revise as follows:
- Make no change
- Not applicable; chapter omitted

- E. Section 525-27B sets the penalty for violations of this chapter by the grantee at a maximum of \$500. Is any revision desired?

Decision:

- Revise as follows:
- Make no change
- Not applicable; chapter omitted

Note-FYE: Village
Receives 306 franchise
fee payment

Ch. 538, Sewer

Art. I, Connection to Public Sewer

Sec. 8-1-7 of the 1994 Code

Section 538-1 requires connection to the public sewer within 10 days of notice. This section conflicts with §§ 538-19G and 538-22B in Article II of this chapter which require connection within 90 days.

Decision:

- Change 10 days to 90 days in § 538-1
- Change 90 days to 10 days in §§ 538-19G and 538-22B
- Other:

Art. II, Sewer Use

Title 9, Ch. 2, of the 1994 Code

- A. In the definition of "Standard Methods" in § 538-11 we will update the reference to the Water Pollution Control Federation to the Water Environment Federation.

VILLAGE OF BELLEVILLE

CABLE TELEVISION FRANCHISE AGREEMENT

This Agreement is made and executed by and between the Village of Belleville, Dane County, Wisconsin (Village) and Belleville CATV, Inc. (Grantee).

WHEREAS, the Village adopted a revised Cable Television Franchise Ordinance (Ordinance) on December 7, 1998, which authorizes the Village to issue a Franchise to operate a Cable System in the Village; and

WHEREAS, the Grantee holds an existing Franchise, and the Grantee has requested renewal of said Franchise under the procedures set forth under federal statute; and

NOW THEREFORE, in consideration of the faithful performance and strict observance by the Grantee of all the terms set forth herein and those provided for in Section 9-3-4 of the Belleville Cable Television Franchise Ordinance pursuant to which this Agreement is executed, and in consideration of the grant to the Grantee of the Franchise by the Village, the parties agree as follows:

SECTION 1. GRANT OF FRANCHISE

A. The Village hereby grants to the Grantee a non-exclusive Franchise to construct, operate, and maintain a Cable Communication System within the public ways of the Village and in accordance with the terms and conditions of this Agreement and the Ordinance. The Franchise shall become effective as of the date of adoption of this Franchise Agreement by the Village and shall expire fifteen (15) years after said effective date.

B. The Grantee hereby accepts the Franchise and agrees to abide by all the provisions of this Agreement, the Ordinance, and other ordinances of general applicability of the Village which are hereby incorporated by reference as though set forth in full.

C. The Grantee hereby agrees that it has negotiated this Franchise in good faith and with due knowledge of its rights and responsibilities under relevant local, state, and federal laws.

SECTION 2. INSTITUTIONAL NETWORK\GOVERNMENTAL SERVICES

A. At the Village's request, the Grantee shall provide, when available by the Grantee and payable by the Village, capacity on an Institutional Network (the "Network") connecting all municipal buildings and schools in the Village.

B. All terms and conditions of the network agreement will be negotiated between the Grantee and the Village and will include design, equipment, operation, maintenance and all other costs associated with the network.

C. Grantee shall provide, free of charge, one outlet of basic and expanded basic services to any municipal building and elementary and secondary school (public or private) located in the Village. Installation for such services shall be made free of charges for any building where the drop line for the feeder cable is within 150 feet of the building, and shall be provided as promptly as possible upon request. If any additional internal wiring is required for a school or municipal building, the Village or school shall pay Grantee the cost of labor and materials. Grantee shall not be required to provide an outlet to a school or municipal building where the drop line from the feeder cable to the building exceeds 150 feet in length, unless the Village or school agrees to pay the incremental cost of such drop lines in excess of 150 feet.

SECTION 3. CUSTOMER SERVICE STANDARDS

The Grantee shall meet or exceed all customer service standards specified in the Ordinance, as well as those required by state and federal law.

SECTION 4. SEPARABILITY

Should any portion of this Agreement be declared invalid by a Court of competent jurisdiction, such adjudication shall not affect the remaining sections or provisions, which shall remain in full force and effect.

SECTION 5. EQUAL TREATMENT

In the event that the Village enters into a franchise, permit, license, authorization, or other agreement of any kind with any other person or entity other than Grantee to enter into the Village's public ways for the purpose of constructing or operating a cable system or providing cable service to any part of the service area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not

be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

SECTION 6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the parties and supersedes any and all previous Agreements between the parties with respect to the subject matter. This Franchise Agreement shall not be changed, amended or supplemented except by an agreement in writing signed by both parties. In the event of a conflict between this franchise Agreement and the Ordinance or any other enabling ordinance, law or regulation in effect at the time of this Agreement or thereafter, the terms and conditions of this Franchise Agreement shall be controlling. If the Franchise Agreement is silent, the Ordinance and any applicable federal and state statutes shall govern. The Village may from time to time amend the Ordinance pursuant to its lawful police powers; provided, however, such amendments do not serve to impair the rights nor increase the obligations of the Grantee pursuant to this Franchise.

SECTION 7. NO RECOURSE

A. Except for action seeking equitable relief, Grantee shall have no monetary recourse whatsoever against the Village for any loss, cost, expense or damage arising out of any provisions or requirements of this Agreement or because of the enforcement thereof by the Village, or for the failure of the Village to have authority to grant all or part of the Franchise.

B. Grantee expressly acknowledges that in accepting a Franchise it does so relying on its own investigation and understanding of the power and authority of the Village to grant the Franchise.

C. By accepting a Franchise, Grantee acknowledges that it has not been induced to enter into the Franchise by any understanding or promise or other statement, whether verbal or written, by or on behalf of the Village or by any other third person concerning any term or condition of the Franchise not expressed herein.

SECTION 8. EFFECTIVE DATE/ACCEPTANCE BY GRANTEE

The Grantee shall have forty-five (45) days from the date of adoption of this Franchise Agreement by the Village to accept this Franchise. Such acceptance by Grantee shall be deemed the grant of this Franchise; provided, however, that the effective date of the Franchise shall be the date of adoption of this Franchise Agreement by the Village. The Franchise shall expire fifteen (15) years from the effective date. In the event

acceptance does not take place within forty-five (45) days of adoption or such other time as the Village might allow, this Franchise shall be null and void. Grantee shall also deliver the certificate of insurance required by section 9-3-14 to the Village Clerk along with the duly executed Franchise Agreement.

SECTION 9. NOTICE

Unless expressly or otherwise agreed between the parties, every notice or response to be served upon the Grantor or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service.

The notices or responses to the Grantor shall be addressed as follows:

Village Clerk/Treasurer
Village of Belleville
24 West Main Street
P.O. Box 79
Belleville, WI 53508

The notices or responses to the Grantee shall be addressed as follows:

Belleville CATV, Inc.

In Witness Whereof, the Village has adopted this Agreement on December 7, 1998.

Village of Belleville:

By: Jo Ann W. Therkelsen
Jo Ann W. Therkelsen, Village President

Attest: Kathleen Bainbridge
Kathleen Bainbridge, Village Clerk/Treasurer

Accepted this 16th day of December, 1998.

Belleville CATV, Inc.:

By: Richard C. Gall
Richard C. Gall, President

Attest:

By: Rosemary E. Hill
Secretary/Treasurer
Title

Chapter 525

CABLE TELEVISION

- | | |
|--|---|
| § 525-1. Grant of franchise. | § 525-13. Method of installation. |
| § 525-2. Franchise rights to police power. | § 525-14. Indemnity. |
| § 525-3. Definitions. | § 525-15. Fee. |
| § 525-4. Review and renegotiation. | § 525-16. Severability. |
| § 525-5. Franchise expiration and cancellation; continuity of service. | § 525-17. Removal of equipment. |
| § 525-6. Transfer of control. | § 525-18. Bid bond. |
| § 525-7. Franchise territory and extension of service. | § 525-19. Acceptance and effective date of franchise. |
| § 525-8. Subscriber privacy. | § 525-20. Regulatory jurisdiction. |
| § 525-9. Technical standards and complaints. | § 525-21. Unauthorized connections or modifications. |
| § 525-10. Description of system. | § 525-22. Village's right of intervention. |
| § 525-11. Rates. | § 525-23. Further agreements and waivers. |
| § 525-12. Grantee's use of Village's rights. | § 525-24. Miscellaneous provisions. |
| | § 525-25. Protection of nonsubscribers. |
| | § 525-26. Incorporation of amendments. |
| | § 525-27. Penalties. |

[HISTORY: Adopted by the Village Board of the Village of Belleville as Title 9, Ch. 3, of the 1994 Code; amended 12-1-1998. Subsequent amendments noted where applicable.]

§ 525-1. Grant of franchise.

There is hereby granted to the Grantee from the effective date of the Franchise the right and privilege to construct, erect, operate, and maintain in, upon, along, across, above, over, and under the streets, alleys, public ways, and public places now laid out or dedicated, and all extension thereof and additions thereto, in the Village, poles, wires, cables, and underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the Village of a cable communications system. Any franchise granted under the terms of this chapter shall be non-exclusive and shall be subject to the terms and conditions of this chapter.

§ 525-2. Franchise rights to police power.

- A. In accepting a Franchise, the Grantee acknowledges that its rights thereunder are subject to the police power of the Village to adopt and enforce general ordinances necessary to

the safety and welfare of the public; and it agrees to comply with all applicable general laws and ordinances enacted by the Village pursuant to such power.

- B. Any conflict between the provisions of a Franchise and any other current or future lawful exercise of the Village's police powers shall be resolved in favor of the latter, except that any such exercise that is not of general application in the jurisdiction or applies exclusively to the Grantee or cable television systems which contains provisions inconsistent with this ordinance, shall prevail only if upon such exercise the Village finds a danger to health, safety, property or general welfare or if such exercise is mandated by law.

§ 525-3. Definitions.

For the purpose of this chapter the following terms, phrases, and words and their derivations shall apply:

ADDITIONAL SERVICE — A Subscriber service provided by the Grantee for which a special charge is made based on program or service content or time of usage.

BASIC SERVICE — All Subscriber services provided by the Grantee in one or more service tiers, which includes the delivery of local broadcast stations, and public, educational and government access channels. Basic Service does not include optional program and satellite service tiers, a la carte services, per channel, per program, or auxiliary services for which a separate charge is made. However, Grantee may include other satellite signals on the Basic Service tier.

BOARD — Village Board of the Village of Belleville.

CABLE COMMUNICATIONS SYSTEM ("SYSTEM") — A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include:

- A. A facility that serves only to retransmit the television signals of one or more television broadcast stations;
- B. A facility that serves Subscribers without using any public right-of-way;
- C. A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of this Act, except that such facility shall be considered a Cable System [other than for purposes of Section 621(c)] to the extent such facility is used in transmission of video programming directly to Subscribers; or
- D. Any facilities of any electric utility used solely for operating its electric utility system.

CABLE SERVICE — The one-way transmission to Customers of Video programming or Other programming service and Customer interaction, if any, which is required for the selection or use of such video programming or other programming service.

COMMENCE OPERATION — Operations shall be considered completed when sufficient distribution facilities have been placed in use to offer full network service to at least 25% of the inhabitants of the Village.

COMPLETED — Operations shall be considered completed when sufficient distribution facilities have been placed in use to offer full network service to 100% of the inhabitants in the initial area.

FULL NETWORK SERVICE — All "Basic and Additional Services" offered by the Grantee.

GRANTEE — Any person, firm, company, corporation, association or governmental entity to whom a franchise is granted by the Village Board hereunder and the lawful successor or assignee of the same.

GROSS REVENUES — All revenue collected by the Grantee, arising from or attributable to the provision of Cable Service by the Grantee within the Village including, but not limited to: periodic fees charged Subscribers for any basic, optional, premium, per-channel or per-program service; franchise fees; installation and reconnection fees; leased channel fees; converter rentals and/or sales; program guide revenues; late or administrative fees; upgrade, downgrade or other change-in-service fees; Local Advertising Revenues; revenues from home shopping and bank-at-home channels; revenues from the sale, exchange, use or cable cast of any programming developed on the Cable Communications System for community or institutional use; provided, however, that this shall not include any taxes on services furnished by the Grantee herein imposed directly upon any Subscriber or User by the state, local or other governmental unit and collected by the Grantee on behalf of the governmental unit.

LOCAL ADVERTISING REVENUES — Local and regional advertising revenues derived from the sale of locally and regionally inserted advertising, except such advertising sold by or through Grantee's national representative firm.

OFFICE — The use of the title of any office, employee or officer shall mean such officer, employee, or office of the Village unless otherwise specifically designated.

STREET — All streets, highways, avenues, lanes, alleys, courts, places, squares, curbs, sidewalks, or other public ways in the Village which have been or may hereafter be dedicated and open to public use, or such other public property so designated in any law of the State.

SUBSCRIBER — Any person, firm, company, corporation, or association receiving reception service from the Grantee in the Village.

USER — A party utilizing the Cable Communications System for purposes of production or transmission of material to Subscribers, as contrasted with receipt thereof in a Subscriber capacity.

VILLAGE — The Village of Belleville in its present form or as it may be changed by annexation.

§ 525-4. Review and renegotiation.

In order to provide for a maximum degree of flexibility in the franchise, which covers a field that is relatively new and rapidly changing and which probably will see many regulatory,

technical, financial, marketing, and legal changes during the term of the franchise, and to help achieve a continued advanced and modern system for the Village of Belleville, the following terms and conditions are part of the franchise granted:

- A. Each year during the month of March at the regular or special Village Board meeting, the Village and the Grantee at the Village's option shall meet to discuss application of new technologies, system performances, services provided, programming offered, customer complaints, privacy and human rights, amendments to this chapter, undergrounding progress and judicial and FCC rulings. The parties may renegotiate any of the above provisions at that time. The Grantee (and its parent company, if any) shall provide year end financial statements and operating statements for review by the Village Board. The Village is to receive a copy of any report required to be filed with any regulatory agency having jurisdiction.
- B. Board members, administrative personnel, the public or the Grantee may add further topics to the list recited in Subsection A.
- C. Current federal procedures and standards pursuant to 47 U.S.C. § 546 shall govern the renewal of any Franchise awarded under this Ordinance.
- D. In the event that any or all of the applicable provisions of federal law are repealed or otherwise modified, the following relevant section(s) shall apply:
 - (1) At least 24 months prior to the expiration of the Franchise, the Grantee shall inform the Village in writing of its intent to seek renewal of the Franchise.
 - (2) The Grantee shall submit a proposal for renewal that demonstrates:
 - (a) That it has been and continues to be in substantial compliance with the terms, conditions, and limitations of this Ordinance and its Franchise;
 - (b) That its System has been installed, constructed, maintained and operated in accordance with the FCC and this Ordinance and its Franchise;
 - (c) That it has the legal, technical and financial qualifications to continue to maintain and operate its System; and
 - (d) That it has made a good faith effort to provide services and facilities which accommodate the demonstrated needs of the community, taking into account the cost of meeting such needs.
 - (3) After giving public notice, the Village shall proceed to determine whether the Grantee has satisfactorily performed its obligations under the Franchise. To determine satisfactory performance, the Village shall consider technical developments and performance of the System, cost of services, and any other particular requirements set forth in this Ordinance. The Village shall also consider the Grantee's reports made to the Village and to the FCC, and the Village may require the Grantee to make available specified records, documents, and information for this purpose, and may inquire specifically whether the Grantee will supply services sufficient to meet future community needs and interest, taking into account the cost of meeting such needs. Industry performance on a national basis

shall also be considered. Provisions shall be made for public comment with adequate prior notice of at least 10 days.

- (4) The Village shall then prepare any amendments to this Ordinance that it reasonably believes necessary for the exercise of the Villages police powers.
- (5) If the Village finds the Grantee's performance satisfactory, and finds the Village's technical, legal, and financial abilities acceptable, and finds the Grantee's renewal proposal meets the future cable-related needs of the Village, a new Franchise shall be granted pursuant to this Ordinance as amended for a period to be determined.
- (6) If the Grantee is determined by the Village to have performed unsatisfactorily, new applicants may be sought and evaluated and a Franchise award shall be made by the Village according to franchising procedures adopted by the Village.

§ 525-5. Franchise expiration and cancellation; continuity of service.

- A. The Village Board may cancel the franchise granted by this chapter, or provide for its termination at a date prior to expiration date of the franchise at any time upon a finding, made after 30 days notice of proposed cancellation or reduction in duration and public hearing, that the Grantee has failed to cure one or more of the following defects during a 60 day period following written notice by the Village Clerk-Treasurer to the Grantee of such defect:
 - (1) Material breach, whether by act or omission, of any term or condition of the chapter; or
 - (2) Insolvency of the Grantee, or inability or unwillingness of the Grantee to pay its just debts when they accrue, or application by the Grantee for adjudication as a bankrupt, or the filing of a voluntary assignment for the benefit of creditor, or if a judgment, tax warrant or tax lien remains unsatisfied for a period of six months.
- B. In the event any of the above-mentioned defects are caused by equipment failure or the Grantee's inability to obtain certain equipment for reasons beyond Grantee's control, then Grantee shall be allowed an additional 60 days beyond the date of receiving the necessary equipment before there is deemed a ground for termination.
- C. Termination or forfeiture of the franchise shall in no way affect the rights of the Village under the franchise or any provision of law.
- D. In the period between expiration or cancellation of the franchise and the transfer of the cable system as provided in this chapter, the Grantee shall continue to provide service to the public as if its franchise were still in effect, but in the capacity of a trustee for its successor in interest.

§ 525-6. Transfer of control.

- A. A Franchise shall not be assigned or transferred, either in whole or in part, leased or sublet, nor shall title thereto, either legal or equitable, or any right, interest or property

therein pass to or vest in any person without the prior written consent of the Village. No such consent shall be required, however, for a transfer in trust, by mortgage, or by other hypothecation, or by assignment of any rights, title or interest of the Grantee in the Franchise or the Cable Communications System, which is made in order to secure indebtedness. The Grantee may transfer or assign the Franchise to a wholly owned subsidiary of the Grantee and such subsidiary may transfer or assign the Franchise back to the Grantee without such consent, providing that such assignment is without any release of liability of the Grantee. Any proposed assignee must show legal, technical and financial responsibility as determined by the Village, must agree to pay the costs of the Village (including reasonable attorneys' and consulting fees) in evaluating the request, and must agree to comply with all provisions of the Franchise. The Village shall have 120 days to act upon any request for approval of a sale or transfer submitted in writing that contains or is accompanied by all such information as is required in accordance with FCC regulations and by the Village. The Village shall be deemed to have consented to a proposed transfer or assignment if its refusal to consent (including the reasons therefor) is not communicated in writing to the Grantee within 120 days following receipt of written notice together with all necessary information as to the effect of the proposed transfer or assignment upon the public, unless the requesting party and the Village agree to an extension of time. The Village shall not unreasonably withhold consent to a proposed transfer.

- B. The Grantee shall promptly notify the Village of any actual or proposed change in, or transfer of, or acquisition by any other party of, control of the Grantee. The word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. A rebuttable presumption that a transfer of control has occurred shall arise upon the acquisition or accumulation by any person or group of persons of 25% of the voting shares of the Grantee. Every change, transfer or acquisition of control of the Grantee shall make the Franchise subject to cancellation unless and until the Village shall have consented thereto, which consent shall not be unreasonably withheld. For the purpose of determining whether it shall consent to such change, transfer or acquisition of control, the Village may inquire into the legal, technical and financial qualifications of the prospective controlling party, and the Grantee shall assist the Village in such inquiry.
- C. The consent or approval of the Village to any transfer of the Grantee shall not constitute a waiver or release of the rights of the Village in and to the streets, and any transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Franchise.
- D. In the absence of extraordinary circumstances, the Village shall not be required to approve any transfer or assignment of a new Franchise prior to substantial completion of construction of the proposed System.
- E. In no event shall a transfer of ownership or control be approved without the successor(s) in interest agreeing in writing to abide by the terms and conditions of a franchise agreement between the Village and the successor.

§ 525-7. Franchise territory and extension of service.

The Grantee shall provide its service to all areas within the limits of the Village that are within 500 feet of its then existing trunk cable. In the event that the Grantee is requested to extend its system beyond 500 feet of its then existing trunk cable or is requested to make an installation 500 feet beyond its main cable, the Grantee shall be allowed to recover its costs in making same from the Subscriber. In the event a Subscriber is not willing to pay same, Grantee shall not be required to either extend the system or make the installation.

§ 525-8. Subscriber privacy.

- A. Grantee shall not, except as required by governmental action, provide any data concerning specific subscribers or users or their use of its services without first securing Village Board's written authorization for the provision of such data.
- B. Grantee shall, at all times, comply with all privacy requirements of federal and state law.

§ 525-9. Technical standards and complaints.

- A. The Grantee's operations shall conform to the technical standards set by the Federal government. The Grantee shall maintain on file consistent with the rules of the Federal government all testing results which shall be open to inspection by the Village Board. The Grantee shall, upon request, inform the Village of any audit by an employee of the Federal government together with the name(s) of the employee(s) who conduct such audit. The Grantee shall perform all tests required by the Federal government which are now in effect or which may be required in the future.
- B. Grantee shall keep a record of complaints received and shall make available to the Village, upon request, a compilation of such complaints showing when received and the general nature of the complaint. Individual names will not be used, but it shall be possible to ascertain the action taken to satisfy the complainant.

§ 525-10. Description of system.

The Cable Communications System shall have a minimum channel capacity of 40 channels within a reasonable time of the grant of a Franchise under this Ordinance.

- A. Such System shall maintain a plant having the technical capacity for "two-way" communications within 36 months of the grant of a Franchise under this Ordinance, at locations mutually agreed by the Village and the Grantee.
- B. The Grantee shall maintain the following:
 - (1) At least one specially designated, noncommercial public access channel;
 - (2) At least one specially designated channel for use by local education authorities;
 - (3) At least one specially designated channel for local governmental uses;
 - (4) At least one specially designated channel for leased access uses;

- (5) If required by the Franchise Agreement, an Institutional Network (I-Net) of cable, optical, electrical or electronic equipment, including Cable Television Systems, used for the purpose of transmitting two-way video signals interconnecting designated entities to be determined by the Village. The cost of such network will be borne by the Village as negotiated between the Grantee and the Village. Such Network may be provided as needed by utilizing capacity on the System.
 - (6) Provided, however, these uses may be combined on one or more channels until such time as additional channels become necessary in the opinion of the Village. Studios and associated production equipment will be located in a mutually agreed upon site to meet the public's need for public access, education and local government channels as noted in Subsection B(1), (2) and (3). Financial and technical support and replacement and maintenance of equipment of this facility shall be separately incorporated into the Franchise by agreement.
- C. The Grantee shall incorporate into its Cable Television System the capacity to permit the Village, in times of emergency, to override by remote control the audio, video and/or text of all channels simultaneously, which the Grantee may lawfully override. The Grantee shall provide emergency broadcast capacity pursuant to FCC rules. The Grantee shall cooperate with the Village in the use and operation of the emergency alert override system.

§ 525-11. Rates.

Pursuant to the Cable Television Consumer Protection and Competition Act of 1992, if the Village is currently certified to regulate the Basic Service rates charged by Grantee, it may, under these rules, require the Grantee to obtain approval from the Village for a rate increase for any change to the rates for Basic Service. Should federal or state law permit further rate regulation beyond Basic Service the Village may, if certified, assume such rate regulation and adopt appropriate procedures for such regulation.

§ 525-12. Grantee's use of Village's rights.

- A. Interference with persons and improvements. The Grantee's System, poles, wires and appurtenances shall be located, erected and maintained so that none of its facilities shall endanger or interfere with the lives of persons or interfere with the rights or reasonable health, safety or welfare of property owners who adjoin any of the streets and public ways, or interfere with any improvements the Village may make, or hinder or obstruct the free use of the streets, alleys, bridges, easements or public property.
- B. Restoration to prior condition. In case of any disturbance of pavement, sidewalk, landscaping, driveway or other surfacing, the Grantee shall, at its own cost and expense and in a manner approved by the Village, replace and restore all paving, sidewalk, driveway, landscaping, or surface of any street or alley disturbed, in as good condition as before the work was commenced and in accordance with standards for such work set by the Village. After 30 days, if restoration measures are not performed to the reasonable satisfaction of the Village, the Village may undertake remedial restoration activities, such activities to be performed at the Grantee's expense.

- C. Erection, removal and common uses of poles:
- (1) No poles or other wire-holding structures shall be erected by the Grantee without prior approval of the Village with regard to location, height, types, and any other pertinent aspect. However, no location of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the Village determines that the public health, safety or welfare would be enhanced thereby.
 - (2) Where poles or other wire-holding structures already existing for use in serving the Village are available for use by the Grantee, but it does not make arrangements for such use, the Village may require the Grantee to use such poles and structures if it determines that the public health, safety or welfare would be enhanced thereby and the terms of the use available to the Grantee are just and reasonable.
 - (3) Where the Village desires to make use of the poles or other wire-holding structures of the Grantee, the Village may require the Grantee to permit such use for reasonable consideration and terms.
- D. Relocation of facilities. If at any time during the period of the Franchise the Village shall lawfully elect to alter or change the grade of any street, alley or other public ways, the Grantee, upon reasonable notice by the Village, shall remove or relocate as necessary its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.
- E. Cooperation with building movers. The Grantee shall, at the request of any person holding a building moving permit issued by the Village, temporarily raise or lower its wires to permit the moving of buildings. Expenses of such temporary removal, raising or lowering of wires shall be paid by the person making the request, and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given at least 10 days advance notice to arrange for such temporary wire changes.
- F. Tree trimming. The Grantee shall not remove any tree or trim any portion of any tree within any public street as defined herein without the prior consent of the Village, except in an emergency situation. The Grantee shall provide notice to any affected residents at the same time that the Grantee applies to the Village for consent to perform tree trimming. The Village shall have the right to do the trimming requested by the Grantee at the cost of the Grantee. Regardless of who performs the work requested by the Grantee, the Grantee shall be responsible, and shall defend and hold the Village harmless from any and all damages to any tree as a result of Grantee's trimming, or to the property surrounding any tree, whether such tree is trimmed or removed.
- G. Road cuts. The Grantee shall not use road cuts for the laying of cable or wires without the prior approval of the Village. In the absence of such approval, the Grantee shall utilize auguring.

§ 525-13. Method of installation.

- A. All installations made by the Grantee shall be made in good, substantial, safe condition and maintained in such condition at all times. The Grantee shall make no excavations in the streets, alleys and public places without first procuring a written permit from the Village Engineer or other authorized representative of the Village, and all work of such kind shall be done under the supervision of the Village authorities and so as to meet the approval of the Village authorities.
- B. Nothing in this chapter or any franchise granted hereunder shall relieve the Grantee of the obligation of placing network facilities under ground in areas presently served or to be served in the future by underground electric utility facilities. The Grantee shall abide by the requirements of the Village in regard to the installation or relocation of such service facilities.
- C. All land shall be promptly restored to the condition which existed prior to the beginning of construction and/or excavation.
- D. The Grantee shall utilize the easements of other public utilities when possible and shall obtain the written permission of the utility for said use and the landowner's consent if required by said utility easement. All easements required from subscribers or nonsubscribers shall be on a standard form supplied by the company and approved by the Village Board or Village Attorney.
- E. In areas where either telephone or electric utility facilities are above ground at the time of installation, the Grantee may install its service above ground. However, when those facilities are placed underground, the Grantee shall likewise place its service underground.
- F. The Grantee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and other public places of the Village so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee. All trimming is to be done under the supervision and direction of the Village after explicit prior written notification to the Village and the property owner, and written approval from the Village. The Grantee may contract for such services; however, any firm or individual so retained shall receive Village approval prior to commencing such activity.
- G. The Cable system shall be operated to comply with all guidelines and standards set by the FCC for signal quality and leakage. The Village reserves the right to test the system and independently measure the signal quality. The system shall comply at all times with the National Electrical Code of the National Fire Protection Association.

§ 525-14. Indemnity.

- A. Disclaimer of liability. The Village shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of the construction, maintenance, repair, use, operation, condition or dismantling of the Grantee's Cable Communications System or due to the act or omission of any person or legal entity other than the Village or those persons or legal entities for which the Village is legally liable as a matter of law.

- B. Indemnification. The Grantee shall, at its sole cost and expense, indemnify and hold harmless the Village, its respective officers, boards, departments, commissions and employees (hereinafter referred to as "Indemnities") from and against:
- (1) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or asserted against the Indemnities by reason of any act or omission of the Grantee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, corporation or other legal entity, which may arise out of or be in any way connected with the construction, installation, operation, maintenance or condition of the Cable Communications System caused by Grantee, its subcontractors or agents or the Grantee's failure to comply with any federal, state or local law.
 - (2) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants) imposed upon the Indemnities by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to the Grantee, its contractors or subcontractors, for the installation, construction, operation or maintenance of the Cable Television System. Upon written request by the Village, such claim or lien shall be discharged or bonded within 15 days following such request.
 - (3) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or asserted against the Indemnities by reason of any financing or securities offering by Grantee or its affiliates for violations of the common law or any laws, statutes or regulations of the State of Wisconsin or of the United States, including those of the Federal Securities and Exchange Commission, whether by the Grantee or otherwise; excluding therefrom, however, claims which are solely based upon and arise solely out of information supplied by the Village to the Grantee in writing and included in the offering materials with the express written approval of the Village prior to the offering.
- C. Assumption of risk.
- (1) The Grantee undertakes and assumes for its officers, directors, agents, contractors and subcontractors and employees all risk of dangerous conditions, if any, on or about any Village-owned or controlled property, including public rights-of-way, and the Grantee hereby agrees to indemnify and hold harmless the Indemnities against and from any claim asserted or liability imposed upon the Indemnities for personal injury or property damage to any person arising out of the installation, operation, maintenance or condition of the Cable Communications System or the Grantee's failure to comply with any federal, state or local law.

- (2) The Village shall hold Grantee harmless for any damages resulting from the negligence or misconduct of the Grantor or its officials, boards, departments, commissions or employees in utilizing any PEG access channels, equipment or facilities.
- D. Defense of indemnities. In the event any action or proceeding shall be brought against any or all of the Indemnities by reason of any matter for which the Indemnities are indemnified hereunder, the Grantee shall pay all costs incurred by the Village (including reasonable attorney's fees) in defending the claim. Grantee shall not admit liability in any such matter on behalf of the Indemnities without the written consent of the Village Attorney or the Village Attorney's designee.
- E. Notice, cooperation and expenses. The Village shall give the Grantee reasonably prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this section. Nothing herein shall be deemed to prevent the Village from cooperating with the Grantee and participating in the defense of any litigation by the Village's own counsel. No recovery by the Village of any sum under a letter of credit, security deposit or performance bond shall be any limitation upon the liability of the Grantee to the Village under the terms of this section, except that any sum so received by the Village shall be deducted from any recovery which the Village might have against the Grantee under the terms of this section.
- F. Nonwaiver of statutory limits. Nothing in this Ordinance is intended to express or imply a waiver by the Village of statutory provisions, privileges or immunities of any kind or nature as set forth in § 893.80 et seq., Wis. Stats., including the limits of liability of Village.
- G. The Grantee shall maintain and by its acceptance of the Franchise specifically agrees that it will maintain throughout the term of the Franchise, liability insurance insuring the Village and the Grantee in the minimum amount of:
 - (1) One million dollars for property damage to any one person;
 - (2) Three million dollars for property damage from any one occurrence;
 - (3) One million dollars for personal injury to any one person; and
 - (4) Three million dollars for personal injury from any one occurrence.
- H. The certificate of insurance obtained by the Grantee in compliance with this section shall be filed and maintained with the Village during the term of the Franchise. The Grantee shall immediately advise the Village Attorney of any litigation that may develop that would affect this insurance.
- I. Neither the provisions of this section nor any damages recovered by the Village thereunder shall be construed to or limit the liability of the Grantee under any Franchise issued hereunder.
- J. Such insurance policies provided for herein shall name the Village, its officers, boards, commissions and employees as additional insured, and shall be primary to any insurance carried by the Village, and shall contain an endorsement stating that the insurance policy

may not be canceled by the surety nor the intention not to renew be stated by the surety until 30 days after receipt by the Village, by registered mail, of written notice of such intention to cancel or not to renew.

§ 525-15. Fee.

- A. A Grantee shall pay to the Village a franchise fee in the amount designated in its franchise agreement. Unless otherwise specified in the franchise agreement, such franchise fee shall be 3% of the Grantee's Gross Revenues.
- B. The franchise fee payment shall be in addition to any other tax or payment owed to the Village by the Grantee and shall not be construed as payment in lieu of municipal property taxes or other state, county or local taxes.
- C. The franchise fee and any other costs or penalties assessed shall be payable quarterly on a calendar year basis to the Village within 30 days of the end of each quarter. The Grantee shall also file a complete and accurate verified statement of all Gross Revenues as defined above within 30 days of the end of each quarter.
- D. The Village shall have the right to inspect the Grantee's income records and the right to audit and to recompute any amounts determined to be payable under this Ordinance; provided, however, that such audit shall take place within 60 months following the close of each of the Grantee's fiscal years. Any additional amount due the Village as a result of an audit shall be paid within 30 days following written notice to the Grantee by the Village, which notice shall include a copy of the audit report.
- E. If any franchise fee payment or recomputed amount, cost or penalty is not made on or before the applicable dates heretofore specified, interest shall be charged from such date at an annual rate of 12%. The Grantee shall reimburse the Village for any additional expenses and costs incurred by the Village by reason of the delinquent payment(s), including, but not limited to, attorney's fees, consultant fees and audit fees.

§ 525-16. Severability.

Should any word, phrase, clause, sentence, paragraph, or portion of this chapter and franchise be declared to be invalid by a court of competent jurisdiction, such adjudication shall not affect the validity of this chapter and franchise as a whole, but shall only affect the portion thereof declared to be invalid; and the Village Board hereby expressly states and declares that it would nonetheless have passed this chapter and granted this franchise had it known that any such word, phrase, clause, sentence, paragraph, or portion of said franchise were invalid.

§ 525-17. Removal of equipment.

In the event this franchise terminates and neither the Village nor anyone else purchases Grantee's cable system, the Grantee shall remove its cable, wires, and appliances from the streets, alleys, public ways and places within the Village, except any underground cable, appliances, or other appurtenances.

§ 525-18. Bid bond.

- A. Each initial applicant for a franchise hereunder shall submit a bid bond in a form acceptable to the Village Attorney or a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Village in an amount of \$5,000.
- B. Should the applicant fail or refuse to accept a franchise hereunder within 30 days after notification of the award of a franchise by the Village, the applicant shall be considered to have abandoned the proposal and the Village shall enforce the bid bond in accordance with its terms or retain the proceeds of the certified check.
- C. Bid bonds or certified checks received in lieu thereof from applicants whose proposals are not accepted by the Village shall be returned to the applicant as soon as the proposal is rejected.
- D. Bid bonds shall not be required for applications for franchise renewals.

§ 525-19. Acceptance and effective date of franchise.

- A. Any franchise awarded hereunder and the rights, privileges and authority granted thereby shall take effect and be in force from and after the 30th day following the award thereof provided that within such thirty-day period the Grantee shall file with the Village the following:
 - (1) A notarized statement by the Grantee of unconditional acceptance of the franchise and an executed copy of the franchise agreement between the Village and the Grantee;
 - (2) A certificate of insurance as set forth in § 525-14G herein.
- B. Should the Grantee fail to comply with Subsection A above, it shall acquire no rights, privileges or authority under this chapter whatsoever, and the amount of bid bond or certified check in lieu thereof submitted with its application shall be forfeited in full to the Village as liquidated damages.
- C. The franchise shall take effect and be in force for 15 years from its effective date, subject to the duties and rights set forth in this chapter.

§ 525-20. Regulatory jurisdiction.

The Village shall have continuing regulatory jurisdiction and supervision over the operation of any franchise granted hereunder and may from time to time adopt such reasonable rules and regulations as it may deem necessary for the conduct of the business contemplated thereunder.

§ 525-21. Unauthorized connections or modifications.

- A. No person shall, without the express consent of the Grantee, make any connection, extension or division whether physically, acoustically, inductively, electronically or

otherwise with or to any segment of a franchised broadband telecommunication network for any purpose whatsoever.

- B. No person shall willfully interfere, tamper, remove, obstruct or damage any part, segment or content of a franchised broadband telecommunications network for any purpose. This section shall in no way impair or infringe upon rights presently enjoyed by utilities in the Village.
- C. Any person convicted of a violation of this section shall for each offense be fined in a sum not less than \$100 nor more than \$500, together with costs of such prosecution.

§ 525-22. Village's right of intervention.

The Village shall have the right to intervene and the Grantee specifically agrees by acceptance of a franchise hereunder not to oppose such intervention by the Village in any suit or proceeding to which the Grantee is a party.

§ 525-23. Further agreements and waivers.

The franchise granted hereunder shall be deemed to be the sole means, and to state the exclusive terms, by which the Village has authorized the construction, operation or maintenance by Grantee of a cable communications network within the Village.

§ 525-24. Miscellaneous provisions.

- A. All applicants for a franchise hereunder, upon being designated a Grantee, shall file with the Village Clerk-Treasurer within 30 days of such designation written notice of both the location and address for mail and official notifications.
- B. All reports, filings, notifications and official mail from any Grantee hereunder to the Village shall be forwarded to the attention of the Village Clerk-Treasurer, Village Hall, Belleville, Wisconsin.
- C. Anything contained herein to the contrary notwithstanding, the Grantee of any franchise awarded hereunder shall not be required to take any action hereunder which shall be in violation of any statutes, ordinances, rules or regulations promulgated by either a federal or state regulatory body having competent jurisdiction and the Grantee shall not be considered as having violated a provision of this chapter; provided, however, that he or she notifies the Village of such conflict.
- D. The scope of any franchise granted hereunder shall be deemed amendable from time to time to allow Grantee to innovate and implement new services and developments provided that no such service or developments shall be implemented without the expressed prior approval of the Village Board.
- E. The Grantee of any franchise awarded hereunder shall at all times in the conduct of its business employ ordinary care and install and maintain in use commonly accepted

methods and devices for preventing failure and accidents which are likely to cause damage, injuries or nuisances to the public in general.

- F. The Grantee of any franchise awarded hereunder shall provide free of charge one connection and full monthly service for such public and nonprofit private schools, elementary and secondary, Village buildings and agencies as the Village may hereafter designate, provided that such designated locations are within 500 feet of any existing network cable. The Grantee may charge for any excess footage on the basis of time and material for any such locations beyond the 500 feet location if such connection is designated by the Village. The Village reserves the right at its expense to extend service to as many areas within such schools, buildings and agencies as it deems desirable without payment of any fee to Grantee.
- G. Anything contained herein to the contrary notwithstanding, the award of any franchise hereunder shall not impart to the Grantee any right of property in or on Village-owned property.
- H. Anything contained herein to the contrary notwithstanding, all provisions of this chapter and any franchise granted hereunder shall be binding upon the Grantee, his or her successors, lessees or assignees.
- I. If during the term of any franchise granted hereunder the Grantee receives refunds, or if the cost to the Grantee is reduced by order of any regulatory body having competent jurisdiction, the Grantee shall pass onto its subscribers on a prorated basis any such savings or reduced costs either in a lump sum payment or in the form of reduced monthly charges.
- J. By its acceptance of the franchise, the Grantee specifically grants and agrees that its application is thereby incorporated by reference and made a part of this chapter. If there is a conflict between proposed services listed in such application and the provisions of this chapter, that provision which provides the greatest benefit to the Village, in the opinion of the Village Board, shall prevail. Failure to provide services as promised in the Grantee's application as incorporated herein shall be deemed a breach of this chapter.

§ 525-25. Protection of nonsubscribers.

Grantee shall at all times keep its cables and other appurtenances used for transmitting signals shielded in such a manner that there will be no interference with signals received by private receiver's sets owned by persons not subscribing to the Grantee's service.

§ 525-26. Incorporation of amendments.

The franchise shall be amended to incorporate all amendments to the statutes, rules and regulations of the federal government. Any provision herein in conflict with or pre-empted by said rules and regulations or statutes shall be superseded.

§ 525-27. Penalties.

- A. In the event that the Grantee fails to provide the service in this chapter, the Village Board may, following notice and hearing, reduce any or all of the subscriber rates to reflect such reduction in service.
- B. In the event that the Grantee shall fail to comply with any of the provisions of this chapter, the Grantee shall be subject to a penalty in an amount not to exceed \$500, plus costs of prosecution. Each day in which the Grantee remains in violation of the provisions of this chapter shall be deemed to be a separate violation of this chapter.
- C. Upon interruption of service, without express prior permission of the Village, the following rates shall apply:
 - (1) Over 48 hours and up to seven days, a 50% rebate of one month's fees for all affected subscribers;
 - (2) A full month's rebate for any month in which one week or more of the service is interrupted.
- D. Notwithstanding the foregoing, in the event that any reduction or interruption of service, or any violation of the provisions of this chapter, shall be the result of acts of nature, strikes, government or military action, or other conditions beyond the control of the Grantee, including the lack of material or parts, the Grantee shall not be deemed to be in violation of this chapter and subject to the provisions of this section until such conditions have ceased.

Chapter 525
CABLE TELEVISION

§ 525-1. Grant of franchise.	§ 525-13. Method of installation.
§ 525-2. Franchise rights to police power.	§ 525-14. Indemnity.
§ 525-3. Definitions.	§ 525-15. Fee.
§ 525-4. Review and renegotiation.	§ 525-16. Severability.
§ 525-5. Franchise expiration and cancellation; continuity of service.	§ 525-17. Removal of equipment.
§ 525-6. Transfer of control.	§ 525-18. Bid bond.
§ 525-7. Franchise territory and extension of service.	§ 525-19. Acceptance and effective date of franchise.
§ 525-8. Subscriber privacy.	§ 525-20. Regulatory jurisdiction.
§ 525-9. Technical standards and complaints.	§ 525-21. Unauthorized connections or modifications.
§ 525-10. Description of system.	§ 525-22. Village's right of intervention.
§ 525-11. Rates.	§ 525-23. Further agreements and waivers.
§ 525-12. Grantee's use of Village's rights.	§ 525-24. Miscellaneous provisions.
	§ 525-25. Protection of nonsubscribers.
	§ 525-26. Incorporation of amendments.
	§ 525-27. Penalties.

[HISTORY: Adopted by the Village Board of the Village of Belleville as Title 9, Ch. 3, of the 1994 Code; amended 12-1-1998. Subsequent amendments noted where applicable.]

§ 525-1. Grant of franchise.

There is hereby granted to the Grantee from the effective date of the Franchise the right and privilege to construct, erect, operate, and maintain in, upon, along, across, above, over, and under the streets, alleys, public ways, and public places now laid out or dedicated, and all extension thereof and additions thereto, in the Village, poles, wires, cables, and underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the Village of a cable communications system. Any franchise granted under the terms of this chapter shall be non-exclusive and shall be subject to the terms and conditions of this chapter.

§ 525-2. Franchise rights to police power.

A. In accepting a Franchise, the Grantee acknowledges that its rights thereunder are subject to the police power of the Village to adopt and enforce general ordinances necessary to

COMMENCE OPERATION — Operations shall be considered completed when sufficient distribution facilities have been placed in use to offer full network service to at least 25% of the inhabitants of the Village.

COMPLETED — Operations shall be considered completed when sufficient distribution facilities have been placed in use to offer full network service to 100% of the inhabitants in the initial area.

FULL NETWORK SERVICE — All "Basic and Additional Services" offered by the Grantee.

GRANTEE — Any person, firm, company, corporation, association or governmental entity to whom a franchise is granted by the Village Board hereunder and the lawful successor or assignee of the same.

GROSS REVENUES — All revenue collected by the Grantee, arising from or attributable to the provision of Cable Service by the Grantee within the Village including, but not limited to: periodic fees charged Subscribers for any basic, optional, premium, per-channel or per-program service; franchise fees; installation and reconnection fees; leased channel fees; converter rentals and/or sales; program guide revenues; late or administrative fees; upgrade, downgrade or other change-in-service fees; Local Advertising Revenues; revenues from home shopping and bank-at-home channels; revenues from the sale, exchange, use or cable cast of any programming developed on the Cable Communications System for community or institutional use; provided, however, that this shall not include any taxes on services furnished by the Grantee herein imposed directly upon any Subscriber or User by the state, local or other governmental unit and collected by the Grantee on behalf of the governmental unit.

LOCAL ADVERTISING REVENUES — Local and regional advertising revenues derived from the sale of locally and regionally inserted advertising, except such advertising sold by or through Grantee's national representative firm.

OFFICE — The use of the title of any office, employee or officer shall mean such officer, employee, or office of the Village unless otherwise specifically designated.

STREET — All streets, highways, avenues, lanes, alleys, courts, places, squares, curbs, sidewalks, or other public ways in the Village which have been or may hereafter be dedicated and open to public use, or such other public property so designated in any law of the State.

SUBSCRIBER — Any person, firm, company, corporation, or association receiving reception service from the Grantee in the Village.

USER — A party utilizing the Cable Communications System for purposes of production or transmission of material to Subscribers, as contrasted with receipt thereof in a Subscriber capacity.

VILLAGE — The Village of Belleville in its present form or as it may be changed by annexation.

§ 525-4. Review and renegotiation.

In order to provide for a maximum degree of flexibility in the franchise, which covers a field that is relatively new and rapidly changing and which probably will see many regulatory,

shall also be considered. Provisions shall be made for public comment with adequate prior notice of at least 10 days.

- (4) The Village shall then prepare any amendments to this Ordinance that it reasonably believes necessary for the exercise of the Villages police powers.
- (5) If the Village finds the Grantee's performance satisfactory, and finds the Village's technical, legal, and financial abilities acceptable, and finds the Grantee's renewal proposal meets the future cable-related needs of the Village, a new Franchise shall be granted pursuant to this Ordinance as amended for a period to be determined.
- (6) If the Grantee is determined by the Village to have performed unsatisfactorily, new applicants may be sought and evaluated and a Franchise award shall be made by the Village according to franchising procedures adopted by the Village.

§ 525-5. Franchise expiration and cancellation; continuity of service.

- A. The Village Board may cancel the franchise granted by this chapter, or provide for its termination at a date prior to expiration date of the franchise at any time upon a finding, made after 30 days notice of proposed cancellation or reduction in duration and public hearing, that the Grantee has failed to cure one or more of the following defects during a 60 day period following written notice by the Village Clerk-Treasurer to the Grantee of such defect:
 - (1) Material breach, whether by act or omission, of any term or condition of the chapter; or
 - (2) Insolvency of the Grantee, or inability or unwillingness of the Grantee to pay its just debts when they accrue, or application by the Grantee for adjudication as a bankrupt, or the filing of a voluntary assignment for the benefit of creditor, or if a judgment, tax warrant or tax lien remains unsatisfied for a period of six months.
- B. In the event any of the above-mentioned defects are caused by equipment failure or the Grantee's inability to obtain certain equipment for reasons beyond Grantee's control, then Grantee shall be allowed an additional 60 days beyond the date of receiving the necessary equipment before there is deemed a ground for termination.
- C. Termination or forfeiture of the franchise shall in no way affect the rights of the Village under the franchise or any provision of law.
- D. In the period between expiration or cancellation of the franchise and the transfer of the cable system as provided in this chapter, the Grantee shall continue to provide service to the public as if its franchise were still in effect, but in the capacity of a trustee for its successor in interest.

§ 525-6. Transfer of control.

- A. A Franchise shall not be assigned or transferred, either in whole or in part, leased or sublet, nor shall title thereto, either legal or equitable, or any right, interest or property

§ 525-7. Franchise territory and extension of service.

The Grantee shall provide its service to all areas within the limits of the Village that are within 500 feet of its then existing trunk cable. In the event that the Grantee is requested to extend its system beyond 500 feet of its then existing trunk cable or is requested to make an installation 500 feet beyond its main cable, the Grantee shall be allowed to recover its costs in making same from the Subscriber. In the event a Subscriber is not willing to pay same, Grantee shall not be required to either extend the system or make the installation.

§ 525-8. Subscriber privacy.

- A. Grantee shall not, except as required by governmental action, provide any data concerning specific subscribers or users or their use of its services without first securing Village Board's written authorization for the provision of such data.
- B. Grantee shall, at all times, comply with all privacy requirements of federal and state law.

§ 525-9. Technical standards and complaints.

- A. The Grantee's operations shall conform to the technical standards set by the Federal government. The Grantee shall maintain on file consistent with the rules of the Federal government all testing results which shall be open to inspection by the Village Board. The Grantee shall, upon request, inform the Village of any audit by an employee of the Federal government together with the name(s) of the employee(s) who conduct such audit. The Grantee shall perform all tests required by the Federal government which are now in effect or which may be required in the future.
- B. Grantee shall keep a record of complaints received and shall make available to the Village, upon request, a compilation of such complaints showing when received and the general nature of the complaint. Individual names will not be used, but it shall be possible to ascertain the action taken to satisfy the complainant.

§ 525-10. Description of system.

The Cable Communications System shall have a minimum channel capacity of 40 channels within a reasonable time of the grant of a Franchise under this Ordinance.

- A. Such System shall maintain a plant having the technical capacity for "two-way" communications within 36 months of the grant of a Franchise under this Ordinance, at locations mutually agreed by the Village and the Grantee.
- B. The Grantee shall maintain the following:
 - (1) At least one specially designated, noncommercial public access channel;
 - (2) At least one specially designated channel for use by local education authorities;
 - (3) At least one specially designated channel for local governmental uses;
 - (4) At least one specially designated channel for leased access uses;

- C. Erection, removal and common uses of poles:
- (1) No poles or other wire-holding structures shall be erected by the Grantee without prior approval of the Village with regard to location, height, types, and any other pertinent aspect. However, no location of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the Village determines that the public health, safety or welfare would be enhanced thereby.
 - (2) Where poles or other wire-holding structures already existing for use in serving the Village are available for use by the Grantee, but it does not make arrangements for such use, the Village may require the Grantee to use such poles and structures if it determines that the public health, safety or welfare would be enhanced thereby and the terms of the use available to the Grantee are just and reasonable.
 - (3) Where the Village desires to make use of the poles or other wire-holding structures of the Grantee, the Village may require the Grantee to permit such use for reasonable consideration and terms.
- D. Relocation of facilities. If at any time during the period of the Franchise the Village shall lawfully elect to alter or change the grade of any street, alley or other public ways, the Grantee, upon reasonable notice by the Village, shall remove or relocate as necessary its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.
- E. Cooperation with building movers. The Grantee shall, at the request of any person holding a building moving permit issued by the Village, temporarily raise or lower its wires to permit the moving of buildings. Expenses of such temporary removal, raising or lowering of wires shall be paid by the person making the request, and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given at least 10 days advance notice to arrange for such temporary wire changes.
- F. Tree trimming. The Grantee shall not remove any tree or trim any portion of any tree within any public street as defined herein without the prior consent of the Village, except in an emergency situation. The Grantee shall provide notice to any affected residents at the same time that the Grantee applies to the Village for consent to perform tree trimming. The Village shall have the right to do the trimming requested by the Grantee at the cost of the Grantee. Regardless of who performs the work requested by the Grantee, the Grantee shall be responsible, and shall defend and hold the Village harmless from any and all damages to any tree as a result of Grantee's trimming, or to the property surrounding any tree, whether such tree is trimmed or removed.
- G. Road cuts. The Grantee shall not use road cuts for the laying of cable or wires without the prior approval of the Village. In the absence of such approval, the Grantee shall utilize auguring.

- B. Indemnification. The Grantee shall, at its sole cost and expense, indemnify and hold harmless the Village, its respective officers, boards, departments, commissions and employees (hereinafter referred to as "Indemnities") from and against:
- (1) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or asserted against the Indemnities by reason of any act or omission of the Grantee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, corporation or other legal entity, which may arise out of or be in any way connected with the construction, installation, operation, maintenance or condition of the Cable Communications System caused by Grantee, its subcontractors or agents or the Grantee's failure to comply with any federal, state or local law.
 - (2) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants) imposed upon the Indemnities by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to the Grantee, its contractors or subcontractors, for the installation, construction, operation or maintenance of the Cable Television System. Upon written request by the Village, such claim or lien shall be discharged or bonded within 15 days following such request.
 - (3) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or asserted against the Indemnities by reason of any financing or securities offering by Grantee or its affiliates for violations of the common law or any laws, statutes or regulations of the State of Wisconsin or of the United States, including those of the Federal Securities and Exchange Commission, whether by the Grantee or otherwise; excluding therefrom, however, claims which are solely based upon and arise solely out of information supplied by the Village to the Grantee in writing and included in the offering materials with the express written approval of the Village prior to the offering.
- C. Assumption of risk.
- (1) The Grantee undertakes and assumes for its officers, directors, agents, contractors and subcontractors and employees all risk of dangerous conditions, if any, on or about any Village-owned or controlled property, including public rights-of-way, and the Grantee hereby agrees to indemnify and hold harmless the Indemnities against and from any claim asserted or liability imposed upon the Indemnities for personal injury or property damage to any person arising out of the installation, operation, maintenance or condition of the Cable Communications System or the Grantee's failure to comply with any federal, state or local law.

may not be canceled by the surety nor the intention not to renew be stated by the surety until 30 days after receipt by the Village, by registered mail, of written notice of such intention to cancel or not to renew.

§ 525-15. Fee.

- A. A Grantee shall pay to the Village a franchise fee in the amount designated in its franchise agreement. Unless otherwise specified in the franchise agreement, such franchise fee shall be 3% of the Grantee's Gross Revenues.
- B. The franchise fee payment shall be in addition to any other tax or payment owed to the Village by the Grantee and shall not be construed as payment in lieu of municipal property taxes or other state, county or local taxes.
- C. The franchise fee and any other costs or penalties assessed shall be payable quarterly on a calendar year basis to the Village within 30 days of the end of each quarter. The Grantee shall also file a complete and accurate verified statement of all Gross Revenues as defined above within 30 days of the end of each quarter.
- D. The Village shall have the right to inspect the Grantee's income records and the right to audit and to recompute any amounts determined to be payable under this Ordinance; provided, however, that such audit shall take place within 60 months following the close of each of the Grantee's fiscal years. Any additional amount due the Village as a result of an audit shall be paid within 30 days following written notice to the Grantee by the Village, which notice shall include a copy of the audit report.
- E. If any franchise fee payment or recomputed amount, cost or penalty is not made on or before the applicable dates heretofore specified, interest shall be charged from such date at an annual rate of 12%. The Grantee shall reimburse the Village for any additional expenses and costs incurred by the Village by reason of the delinquent payment(s), including, but not limited to, attorney's fees, consultant fees and audit fees.

§ 525-16. Severability.

Should any word, phrase, clause, sentence, paragraph, or portion of this chapter and franchise be declared to be invalid by a court of competent jurisdiction, such adjudication shall not affect the validity of this chapter and franchise as a whole, but shall only affect the portion thereof declared to be invalid; and the Village Board hereby expressly states and declares that it would nonetheless have passed this chapter and granted this franchise had it known that any such word, phrase, clause, sentence, paragraph, or portion of said franchise were invalid.

§ 525-17. Removal of equipment.

In the event this franchise terminates and neither the Village nor anyone else purchases Grantee's cable system, the Grantee shall remove its cable, wires, and appliances from the streets, alleys, public ways and places within the Village, except any underground cable, appliances, or other appurtenances.

otherwise with or to any segment of a franchised broadband telecommunication network for any purpose whatsoever.

- B. No person shall willfully interfere, tamper, remove, obstruct or damage any part, segment or content of a franchised broadband telecommunications network for any purpose. This section shall in no way impair or infringe upon rights presently enjoyed by utilities in the Village.
- C. Any person convicted of a violation of this section shall for each offense be fined in a sum not less than \$100 nor more than \$500, together with costs of such prosecution.

§ 525-22. Village's right of intervention.

The Village shall have the right to intervene and the Grantee specifically agrees by acceptance of a franchise hereunder not to oppose such intervention by the Village in any suit or proceeding to which the Grantee is a party.

§ 525-23. Further agreements and waivers.

The franchise granted hereunder shall be deemed to be the sole means, and to state the exclusive terms, by which the Village has authorized the construction, operation or maintenance by Grantee of a cable communications network within the Village.

§ 525-24. Miscellaneous provisions.

- A. All applicants for a franchise hereunder, upon being designated a Grantee, shall file with the Village Clerk-Treasurer within 30 days of such designation written notice of both the location and address for mail and official notifications.
- B. All reports, filings, notifications and official mail from any Grantee hereunder to the Village shall be forwarded to the attention of the Village Clerk-Treasurer, Village Hall, Belleville, Wisconsin.
- C. Anything contained herein to the contrary notwithstanding, the Grantee of any franchise awarded hereunder shall not be required to take any action hereunder which shall be in violation of any statutes, ordinances, rules or regulations promulgated by either a federal or state regulatory body having competent jurisdiction and the Grantee shall not be considered as having violated a provision of this chapter; provided, however, that he or she notifies the Village of such conflict.
- D. The scope of any franchise granted hereunder shall be deemed amendable from time to time to allow Grantee to innovate and implement new services and developments provided that no such service or developments shall be implemented without the expressed prior approval of the Village Board.
- E. The Grantee of any franchise awarded hereunder shall at all times in the conduct of its business employ ordinary care and install and maintain in use commonly accepted

§ 525-27. Penalties.

- A. In the event that the Grantee fails to provide the service in this chapter, the Village Board may, following notice and hearing, reduce any or all of the subscriber rates to reflect such reduction in service.
- B. In the event that the Grantee shall fail to comply with any of the provisions of this chapter, the Grantee shall be subject to a penalty in an amount not to exceed \$500, plus costs of prosecution. Each day in which the Grantee remains in violation of the provisions of this chapter shall be deemed to be a separate violation of this chapter.
- C. Upon interruption of service, without express prior permission of the Village, the following rates shall apply:
 - (1) Over 48 hours and up to seven days, a 50% rebate of one month's fees for all affected subscribers;
 - (2) A full month's rebate for any month in which one week or more of the service is interrupted.
- D. Notwithstanding the foregoing, in the event that any reduction or interruption of service, or any violation of the provisions of this chapter, shall be the result of acts of nature, strikes, government or military action, or other conditions beyond the control of the Grantee, including the lack of material or parts, the Grantee shall not be deemed to be in violation of this chapter and subject to the provisions of this section until such conditions have ceased.

Ch. 584, Impact Fees

→ Recommendation from Village Attorney - Delete Chapter except 584-1 (keep introduction only)

Title 10, Ch. 12, of the 1994 Code

- A. The definition of "public facilities" in § 584-2 refers to "parks, playgrounds and other recreational facilities." The corresponding definition in § 66.0617, Wis. Stats., now reads "parks, playgrounds and land for athletic fields." The statute provides that "with regard to impact fees that were first imposed before June 14, 2006, 'public facilities' includes other recreational facilities that were substantially completed by June 14, 2006."

Decision:

- Change "and other recreational facilities" to "and land for athletic fields"
- Revise as follows:
- Make no change

- B. Section 584-4A provides for the actual amount of the impact fee to be set by the Village Board by resolution. The Village might want to consult with the Village Attorney and review the current provisions of § 66.0617, Wis. Stats., as to whether impact fee amounts can be set by resolution or if an ordinance is required. The statute requires public hearing and notice before establishing or amending impact fees:

Before enacting an ordinance that imposes impact fees, or amending an existing ordinance that imposes impact fees, a municipality shall hold a public hearing on the proposed ordinance or amendment. Notice of the public hearing shall be published as a class 1 notice under ch. 985, and shall specify where a copy of the proposed ordinance or amendment and the public facilities needs assessment may be obtained.

Decision:

- Revise as follows:
- Make no change

- C. Section 584-4B requires the impact fee to be paid "prior to or at the time an application for a building permit." Section 66.0617(6)(g), Wis. Stats., provides that impact fees "shall be payable by the developer or the property owner to the municipality in full upon the issuance of a building permit by the municipality." Perhaps § 584-4B could be revised as follows:

Chapter 584

IMPACT FEES

§ 584-1. Introduction and purpose.

§ 584-2. Definitions.

§ 584-3. Public facilities needs
assessment.

§ 584-4. Sanitary sewer/wastewater
treatment impact fee.

§ 584-5. Impact fee revenue
administration.

§ 584-6. Appeal.

[HISTORY: Adopted by the Village Board of the Village of Belleville as Title 10, Ch. 12, of the 1994 Code. Amendments noted where applicable.]

§ 584-1. Introduction and purpose.

Pursuant to the authority of § 66.0617, Wis. Stats., the local impact fee enabling legislation, the purpose of this chapter is to establish the mechanism for the imposition of impact fees upon developers to finance the capital costs for public facilities which are necessary to accommodate land development. It is intended to facilitate adequate provision for transportation, water, sewerage, storm drainage, parks, playgrounds and for other public requirements and to coordinate land dedication and financing of public facilities imposed on developers as outlined in other chapters of the Village Code of Ordinances and the adopted Master Plan and Official Map of the Village of Belleville.

§ 584-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

CAPITAL COSTS — The capital costs to construct, expand or improve public facilities, including the cost of land, and including legal, engineering and design costs to construct, expand or improve public facilities, except that not more than 10% of capital costs may consist of legal, engineering and design costs unless such legal, engineering and design costs which relate directly to the public improvement for which the impact fees were imposed exceed 10% of capital costs. "Capital costs" does not include other noncapital costs to construct, expand or improve public facilities or the costs of equipment to construct, expand or improve public facilities.

DEVELOPER — A person that constructs or creates a land development.

IMPACT FEES — Cash contributions, contributions of land or interests in land or any other items of value that are imposed on a developer under this chapter or by other specified ordinance.

LAND DEVELOPMENT — The construction or modification of improvements to real property that creates additional residential or equivalent dwelling units within the Village of Belleville or that results in nonresidential uses that create a need for new, expanded or improved public facilities.

PUBLIC FACILITIES — Highways, as defined in § 340.01(22), Wis. Stats., and other transportation facilities, traffic control devices, facilities for collecting and treating sewage, facilities for collecting and treating storm and surface waters, facilities for pumping, storing and distributing water, parks, playgrounds and other recreational facilities, solid waste and recycling facilities, fire protection facilities, law enforcement facilities, emergency medical facilities and libraries. "Public facilities" does not include facilities owned by a school district.

SERVICE AREA — A geographic area delineated by ordinance within which there are public facilities.

SERVICE STANDARD — A certain quantity or quality of public facilities relative to a certain number of persons, parcels of land or other appropriate measure, as specified by ordinance.

§ 584-3. Public facilities needs assessment.

The new public facilities, or improvements or expansion of existing public facilities, that are required because of land development for which impact fees will be imposed are those which are identified in this chapter and in the applicable provisions of Chapter 450, Stormwater Management and Erosion Control, Chapter 455, Streets and Sidewalks, Article II, Chapter 538, Sewer, Article II, Chapter 569, Water, Chapter 600, Subdivision of Land, and Chapter 615, Zoning, Code of the Village of Belleville, and the adopted Master Plan and Official Map of the Village of Belleville. The service areas and service standards are identified therein. The Public Facilities Needs Assessment Report prepared prior to the adoption of this chapter, and any addendum or amendment thereto, shall be kept on file in the office of the Village Clerk.

§ 584-4. Sanitary sewer/wastewater treatment impact fee.

- A. Establishment. An impact fee is hereby established to collect capital costs for public facilities used for collecting and treating sewage. The fee established below was done so based on the Public Facilities Needs Assessment prepared for the Village, and approved by the Village Board following the procedures of § 66.0617, Wis. Stats., and as may be amended from time to time. That fee shall be established by resolution of the Village Board based on the approved Public Facilities Needs Assessment.
- B. Payment. Payment of the fees referred to above shall be made prior to or at the time an application for a building permit for the property on which the development takes place. No building permit application shall be deemed acceptable by the Village, nor shall any such permit be granted, until the appropriate fee is paid.

§ 584-5. Impact fee revenue administration.

- A. Separate accounts. Revenues from development impact fees shall be placed in one or more segregated, interest-bearing accounts and shall be accounted for separately from other Village funds. Impact fee revenues and interest earned thereon may be expended only for capital costs for which the impact fees were imposed.

- B. Use timing. Impact fee revenues imposed and collected but not used within a specified reasonable period of time after collection to pay the capital costs for which they were imposed shall be refunded on a prorated proportional basis, as determined by the Public Works Committee, to the current record owner or owners of the property with respect to which the impact fees were imposed. Reasonable time periods for expenditure of impact fee revenues shall be as follows: 20 years for Sanitary Sewer/Wastewater Treatment.

§ 584-6. Appeal.

- A. Generally. The developer upon whom an impact fee is imposed may contest the amount, collection or use of an impact fee as specified hereafter.
- B. Appeal of amount or collection. An appeal to contest either the amount or collection of an impact fee imposed upon a developer shall be commenced at any time prior to endorsement of the approval certificate on any land division by the Village Clerk, but not later than 30 days from the date of notification of final action approving such land division. With respect to any other land development activity for which an impact fee is imposed, an appeal to contest either the amount or collection of that fee shall be commenced within five days of timely payment of such fee, provided that such payment is clearly made "under protest."
- C. Appeal of use. An appeal to contest the use of an impact fee shall be commenced not later than 30 days prior to the award of any public contract for expenditure of the collected fee revenues.
- D. Procedure. An appeal is commenced by filing a complaint with the Planning Commission Chair, with a copy to the Village Clerk, which complaint shall specify the impact fee amount, collection or use objected to and the basis for the objection. No appeal may be commenced or continued unless the impact fee has been timely paid. The appeal shall be scheduled for a public hearing before the Planning Commission at its next regular meeting which is scheduled 14 or more days after the date the complaint is filed with the Commission Chair. A filing fee to commence and continue the appeal shall also be paid to the Village Clerk upon the filing of a complaint. The amount of this filing fee shall be set by resolution of the Village Board and made available to the public. The Commission shall take additional evidence and testimony on the matter, including reports from Village staff, and shall make its recommendation to the Village Board, based upon the standards set forth in the applicable ordinances and the standards for impact fees set forth in § 66.0617(6), Wis. Stats. The Village Board shall consider the appeal, review the record made before the Planning Commission and the recommendation of the Commission and decide the appeal, based upon the above-mentioned standards. The decision of the Village Board is final.

PART III: UTILITIES

Ch. 525, Cable Television

Title 9, Ch. 3, of the 1994 Code

- A. This chapter establishes the procedure for granting cable television franchises. Pursuant to 2007 Act 42 (see § 66.0420, Wis. Stats.), the State Department of Financial Institutions is now the exclusive franchising authority for video services in Wisconsin. Existing municipal franchise agreements remain in effect but cannot be renewed. Incumbent cable operators can choose either to continue to operate under the existing municipal franchise until it expires or to terminate the franchise and apply for a state franchise. The Village Attorney should be consulted regarding this chapter in light of these changes to the state law. If the Village does not have any active cable television franchise agreements this chapter may no longer be needed.

Decision:

- Retain this chapter
 Omit this chapter

*Village agreement expires Dec 2014
 (15 year agreement - started
 12/7/1998)*

- B. The definition of "cable communications system" in § 525-3 requires revision, as the following wording does not make sense in the context of this chapter: "A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of this Act, except that such facility shall be considered a Cable System [other than for purposes of Section 621(c)]." Perhaps the following revision could be made: "A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Federal Cable Communications Policy Act, except that such facility shall be considered a cable system [other than for purposes of Section 621(c) of said Act]."

Decision:

- Revise wording as indicated
 Revise as follows:
 Not applicable; chapter omitted

- C. In § 525-4D(5) the wording "If the Village finds the Grantee's performance satisfactory, and finds the Village's technical, legal, and financial abilities acceptable" apparently should read "'If the Village finds the Grantee's performance satisfactory, and finds the Grantee's technical, legal, and financial abilities acceptable." See § 525-4D(2)(c). We will make this correction.

Village of Belleville, WI

- D. Section 525-21C sets the penalty for unauthorized connections to or modifications of the cable television system at not less than \$100 nor more than \$500. Is this penalty still satisfactory?

Decision:

- Revise as follows:
- Make no change
- Not applicable; chapter omitted

- E. Section 525-27B sets the penalty for violations of this chapter by the grantee at a maximum of \$500. Is any revision desired?

Decision:

- Revise as follows:
- Make no change
- Not applicable; chapter omitted

Note-FYE: Village
Receives 306 franchise
fee payment

Ch. 538, Sewer

Art. I, Connection to Public Sewer

Sec. 8-1-7 of the 1994 Code

Section 538-1 requires connection to the public sewer within 10 days of notice. This section conflicts with §§ 538-19G and 538-22B in Article II of this chapter which require connection within 90 days.

Decision:

- Change 10 days to 90 days in § 538-1
- Change 90 days to 10 days in §§ 538-19G and 538-22B
- Other:

Art. II, Sewer Use

Title 9, Ch. 2, of the 1994 Code

- A. In the definition of "Standard Methods" in § 538-11 we will update the reference to the Water Pollution Control Federation to the Water Environment Federation.

JUN 11 10:57

APPLICATION FOR LICENSE TO SERVE FERMENTED MALT BEVERAGES AND INTOXICATING LIQUORS for the VILLAGE OF BELLEVILLE BELLEVILLE, WISCONSIN 53508

TO THE BOARD OF THE VILLAGE OF BELLEVILLE, WISCONSIN: I hereby apply for a license to serve, from date hereof to June 30, 2013, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by WI Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors be granted to me.

NOTICE: THIS APPLICATION SHALL BE DENIED IF ALL SECTIONS ARE NOT COMPLETED TRUTHFULLY AND WITH NO OMISSIONS. THE LICENSE SHALL NOT BE GRANTED FOR A MINIMUM OF 5 DAYS AFTER RECEIPT OF APPLICATION IN VILLAGE OFFICE.

Name of Applicant Kasey Thomas Bodenmann
Address:
Phone Number:
I am years of age. Date of Birth: Driver's License #
RENEWAL OPERATOR'S LICENSE - \$25.00 Two Year License (Exempt from Beverage Training Course)
NEW OPERATOR'S LICENSE - \$30.00 Two Year License
Have you completed the Responsible Beverage Course?
YES - Year Completed 2011 (Copy of certificate attached)
NO - I have held a license within the last two years (Copy of license attached)
NO - I am registered to take class on
I would like a PROVISIONAL LICENSE (\$15.00) until I am able to complete the course.
THIS BOX MUST BE COMPLETED BY ALL APPLICANTS
1. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any municipality? YES NO (Circle one)
2. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any municipality? YES NO
If you answered yes above, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. If more room is needed, continue on reverse side of this form.
Nature of Offense: Underage Drinking Violation
Date of Conviction/Trial Date: 05/09 Name of Court: Belleville Municipal
State of Wisconsin County of Dane
MOLLIE JEAN SCHNEIDER Notary Public State of Wisconsin
Kasey Bodenmann Applicants signature (Must be Notarized)
Kasey Bodenmann being first duly sworn on oath says that he/she is the person who made and signed the foregoing application and that all statements made by the applicant are true.
Subscribed and sworn to before me this 29th day of June, 2011
Mollie Jean Schneider, Notary Public. My commission expires: 3-16-14
OFFICE USE ONLY
Approved by Police: (Yes) No By: RA Date: 11-30-11 Village Board Approved on:
Date Paid: 6-30-11 By: AM Revised for use 3/16/09 vb

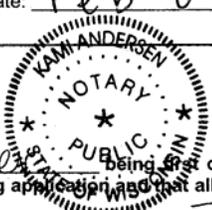
56

APPLICATION FOR LICENSE TO SERVE FERMENTED MALT BEVERAGES AND INTOXICATING LIQUORS for the VILLAGE OF BELLEVILLE BELLEVILLE, WISCONSIN 53508

TO THE BOARD OF THE VILLAGE OF BELLEVILLE, WISCONSIN:

I hereby apply for a license to serve, from date hereof to June 30, 2013, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by WI Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors be granted to me.

NOTICE: THIS APPLICATION SHALL BE DENIED IF ALL SECTIONS ARE NOT COMPLETED TRUTHFULLY AND WITH NO OMISSIONS. THE LICENSE SHALL NOT BE GRANTED FOR A MINIMUM OF 5 DAYS AFTER RECEIPT OF APPLICATION IN VILLAGE OFFICE.

Name of Applicant <u>Emily J Miller</u>	
Address: _____	Phone Number: _____
I am _____ years of age. Date of Birth: _____	Driver's License # _____
<input type="checkbox"/> RENEWAL OPERATOR'S LICENSE - \$25.00 Two Year License (Exempt from Beverage Training Course) <input checked="" type="checkbox"/> NEW OPERATOR'S LICENSE - \$30.00 Two Year License Have you completed the Responsible Beverage Course? <input checked="" type="checkbox"/> YES - Year Completed <u>2011</u> (Copy of certificate attached) <input type="checkbox"/> NO - I have held a license within the last two years (Copy of license attached) <input type="checkbox"/> NO - I am registered to take class on _____ <input type="checkbox"/> I would like a PROVISIONAL LICENSE (\$15.00) until I am able to complete the course.	
THIS BOX MUST BE COMPLETED BY ALL APPLICANTS	
1. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any municipality? <input checked="" type="radio"/> YES <input type="radio"/> NO (Circle one) 2. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any municipality? YES <input checked="" type="radio"/> NO If you answered yes above, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. If more room is needed, continue on reverse side of this form.	
Nature of Offense: <u>Underage Drinking</u>	
Date of Conviction/Trial Date: <u>Feb '09</u>	Name of Court: <u>Portage County - Stevens Point</u>
State of Wisconsin) County of Dane)	 <u>Emily J Miller</u> Applicants signature (Must be Notarized)
Being duly sworn on oath says that he/she is the person who made and signed the foregoing application and that all statements made by the applicant are true.	
Subscribed and sworn to before me this <u>7</u> day of <u>June</u> , 20 <u>11</u>	
<u>Kam Andersen</u> Notary Public. My commission expires: <u>03-03-13</u>	
OFFICE USE ONLY Approved by Police: <input checked="" type="radio"/> Yes <input type="radio"/> No By: <u>[Signature]</u> Date: <u>11-30-11</u> Village Board Approved on: _____ Date Paid: <u>530-11</u> By: <u>Emily Miller</u> Revised for use 3/16/09 vb	

411 Bar 58

APPLICATION FOR LICENSE TO SERVE FERMENTED MALT BEVERAGES AND INTOXICATING LIQUORS for the VILLAGE OF BELLEVILLE BELLEVILLE, WISCONSIN 53508

TO THE BOARD OF THE VILLAGE OF BELLEVILLE, WISCONSIN: I hereby apply for a license to serve, from date hereof to June 30, 2013, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by WI Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors be granted to me.

NOTICE: THIS APPLICATION SHALL BE DENIED IF ALL SECTIONS ARE NOT COMPLETED TRUTHFULLY AND WITH NO OMISSIONS. THE LICENSE SHALL NOT BE GRANTED FOR A MINIMUM OF 5 DAYS AFTER RECEIPT OF APPLICATION IN VILLAGE OFFICE.

Name of Applicant Jared Michael Sarbacher
First Middle Last

Address: _____ Phone Number _____

I am _____ years of age. Date of Birth: _____ Driver's License # _____

____ RENEWAL OPERATOR'S LICENSE - \$25.00 Two Year License (Exempt from Beverage Training Course)

NEW OPERATOR'S LICENSE - \$30.00 Two Year License

Have you completed the Responsible Beverage Course?
 YES - Year Completed 2010 (Copy of certificate attached)
 _____ NO - I have held a license within the last two years (Copy of license attached)
 _____ NO - I am registered to take class on _____
 _____ I would like a PROVISIONAL LICENSE (\$15.00) until I am able to complete the course.

THIS BOX MUST BE COMPLETED BY ALL APPLICANTS

1. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any municipality? YES NO (Circle one)

2. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any municipality? YES NO

If you answered yes above, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. If more room is needed, continue on reverse side of this form.

Nature of Offense: Burglary

Date of Conviction/Trial Date: February 2010 Name of Court: Green County Circuit

State of Wisconsin
 County of Dane

MOLLIE JEAN SCHNEIDER
 Notary Public
 State of Wisconsin

Jared M Sarbacher
 Applicants signature (Must be Notarized)

Jared Sarbacher being first duly sworn on oath says that he/she is the person who made and signed the foregoing application and that all statements made by the applicant are true.

Subscribed and sworn to before me this 29th day of June, 2011

Mollie Jean Schneider Notary Public. My commission expires: 3-16-14

OFFICE USE ONLY
 Approved by Police: Yes No By: [Signature] Date: 11-30-11 Village Board Approved on: _____
 Date Paid: 6-30-11 By: [Signature] Revised for use 3/16/09 vb

SRL

APPLICATION FOR LICENSE TO SERVE FERMENTED MALT BEVERAGES AND INTOXICATING LIQUORS for the VILLAGE OF BELLEVILLE

BELLEVILLE, WISCONSIN 53508

TO THE BOARD OF THE VILLAGE OF BELLEVILLE, WISCONSIN:
I hereby apply for a license to serve, from date hereof to June 30, 20 13, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by WI Statutes and all acts amendatory thereto and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors be granted to me.

NOTICE: THIS APPLICATION SHALL BE DENIED IF ALL SECTIONS ARE NOT COMPLETED TRUTHFULLY AND WITH NO OMISSIONS. THE LICENSE SHALL NOT BE GRANTED FOR A MINIMUM OF 5 DAYS AFTER RECEIPT OF APPLICATION IN VILLAGE OFFICE.

Name of Applicant Amanda Marie Chestnut
First Middle Last
 Address: _____ Phone Number: _____
 I am _____ years of age. Date of Birth: _____ Driver's License # _____

RENEWAL OPERATOR'S LICENSE - \$25.00 Two Year License (Exempt from Beverage Training Course)
 NEW OPERATOR'S LICENSE - \$30.00 Two Year License
 Have you completed the Responsible Beverage Course?
 YES - Year Completed 2011 (Copy of certificate attached)
 NO - I have held a license within the last two years (Copy of license attached)
 NO - I am registered to take class on _____
 I would like a PROVISIONAL LICENSE (\$15.00) until I am able to complete the course.

THIS BOX MUST BE COMPLETED BY ALL APPLICANTS

1. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any municipality? YES NO (Circle one)
2. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any municipality? YES NO

If you answered yes above, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. If more room is needed, continue on reverse side of this form.

Nature of Offense: _____
 Date of Conviction/Trial Date: _____ Name of Court: _____

State of Wisconsin)
County of Dane)

Amanda Chestnut
Applicants signature (Must be Notarized)

Amanda Chestnut being first duly sworn on oath says that he/she is the person who made and signed the foregoing application and that all statements made by the applicant are true.

Subscribed and sworn to before me this 20th day of October, 2011.
Jayme Smith, Notary Public. My commission expires: 07-05-15

OFFICE USE ONLY
 Approved by Police: (Yes) No By: SRL Date: 11-30-11 Village Board Approved on: _____
 Date Paid: 11-4-11 Revised for use 3/16/09 vb

TownMart 60

APPLICATION FOR LICENSE TO SERVE FERMENTED MALT BEVERAGES AND INTOXICATING LIQUORS for the VILLAGE OF BELLEVILLE BELLEVILLE, WISCONSIN 53508

TO THE BOARD OF THE VILLAGE OF BELLEVILLE, WISCONSIN: I hereby apply for a license to serve, from date hereof to June 30, 2013, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by WI Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors be granted to me.

NOTICE: THIS APPLICATION SHALL BE DENIED IF ALL SECTIONS ARE NOT COMPLETED TRUTHFULLY AND WITH NO OMISSIONS. THE LICENSE SHALL NOT BE GRANTED FOR A MINIMUM OF 5 DAYS AFTER RECEIPT OF APPLICATION IN VILLAGE OFFICE.

Form with fields for Name of Applicant (Sean Robert Alford), Address, Phone Number, Age, Date of Birth, Driver's License #, License type (New Operator's License), and signature of Sean R. Alford. Includes a notary section and an 'OFFICE USE ONLY' section with stamps and signatures.

Dan Bar
el

**APPLICATION FOR LICENSE TO SERVE FERMENTED MALT BEVERAGES AND
INTOXICATING LIQUORS for the VILLAGE OF BELLEVILLE**
BELLEVILLE, WISCONSIN 53508

TO THE BOARD OF THE VILLAGE OF BELLEVILLE, WISCONSIN:
I hereby apply for a license to serve, from date hereof to June 30, 20 13, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by WI Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors be granted to me.

NOTICE: THIS APPLICATION SHALL BE DENIED IF ALL SECTIONS ARE NOT COMPLETED TRUTHFULLY AND WITH NO OMISSIONS. THE LICENSE SHALL NOT BE GRANTED FOR A MINIMUM OF 5 DAYS AFTER RECEIPT OF APPLICATION IN VILLAGE OFFICE.

Name of Applicant Michelle Eichelkraut
First Middle Last

Address: _____ Phone Number _____

I am _____ years of age. Date of Birth: _____ Driver's License # _____

RENEWAL OPERATOR'S LICENSE - \$25.00 Two Year License (Exempt from Beverage Training Course)

NEW OPERATOR'S LICENSE - \$30.00 Two Year License

Have you completed the Responsible Beverage Course?
 YES - Year Completed 2011 (Copy of certificate attached)
 NO - I have held a license within the last two years (Copy of license attached)
 NO - I am registered to take class on _____
 I would like a PROVISIONAL LICENSE (\$15.00) until I am able to complete the course.

THIS BOX MUST BE COMPLETED BY ALL APPLICANTS

1. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any municipality? YES NO (Circle one)

2. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any municipality? YES NO (Circle one)

If you answered yes above, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. If more room is needed, continue on reverse side of this form.

Nature of Offense: _____

Date of Conviction/Trial Date: _____ Name of Court: _____

State of Wisconsin)
 County of Dane)

Michelle Eichelkraut
 Applicant's signature (Must be Notarized)

Michelle Eichelkraut being first duly sworn on oath says that he/she is the person who made and signed the foregoing application and that all statements made by the applicant are true.
 Notary Public

Subscribed and sworn to before me this 21st day of October State of Wisconsin

Darlene M. Hendrickson Notary Public. My commission expires: 10-27-13

OFFICE USE ONLY

Approved by Police: Yes No By: M. Eichelkraut Date: 11-30-11 Village Board Approved on: _____
 Date Paid: 10-21-11 Revised for use 3/16/09 vb

Meeting Memorandum

Memorandum Date: November 22, 2011
Project: Lake Belle View – West Lake Dredging
Purpose of Meeting: Pre-construction Meeting
Meeting Location: Village of Belleville Community Park
Meeting Date: November 16, 2011
Attendees: Siggı Sıgmarsson – MARS – Project Manager
Kelly Doyle- MARS – Construction Observation
Mike Cole – Iron Works Construction - Foreman
Jerry Butts – Village of Belleville – Director of Public Works
Kevin Lord – MSA – Construction Observation for Pipe Install
Mike Tretow - Resident

-
1. Introduction
 2. Execution of Contract
 - a. Village has received a signed copy of the contract documents
 - b. The contractor has also received a copy of the contract documents
 - c. The contractor has received a copy of the Notice to Proceed and is aware that there are several submittals required prior to starting the Work.
 3. Project Personnel
 - a. MARS/MSA/Village Representatives and Roles
 - Sıggı Sıgmarsson (MARS) will serve as the Engineer for the Project
 - Kelly Doyle (MARS) – In-field construction observation
 - Kevin Lord – Construction observation during pipe installation
 - Jerry Butts – Village of Belleville Representative
 - b. Iron Works Representatives and Roles
 - Mike Cole (Iron Works) – Project Superintendent/Foreman/Quality Control
 4. Coordination
 - a. Progress Meetings (Frequency)
 - By-weekly meetings once construction commences
 - Extend frequency during any phase of construction once operations are more consistent
 - b. Subcontractors

- Couple of local truckers will be hired to augment Iron Works' hauling capabilities.
 - c. Other Contractors
 - Siggie notified the contractor that there is a restoration contractor, NES Ecological Services, working for the Village that will be accessing the area to do seeding and vegetation management on the habitat areas and wooded islands during the project.
5. Distribution of Drawings
- a. MARS provided Iron Works with 3 sets of the construction Drawings.
 - b. Jerry Butts and Kevin Lord also received a copy of the construction Drawings.
6. Permits
- a. MARS provided Iron Works with a copy of all approved permits from the WDNR, USACE and the Village. WDNR permit should be posted on site.
 - b. The Village is currently applying for Chapter 30 permit for the installation of an outlet on the bank of a navigable waterbody. Pipe installation should not commence until this permit has been received.
7. Submittals
- a. Construction Schedule was received by the Engineer and has been accepted
 - b. Quality Control Plan was also received by the Engineer and has been accepted
 - c. Dredging Quality Assurance Plan was not received and should be submitted
 - d. Materials/Shop Drawings – for the pipe installation should be received by the end of January, 2012.
8. Survey
- a. Control Provided by Village (up to 2 benchmarks)
 - MARS will provide the contractor with two benchmarks by Community Park
 - MSA will provide the contractor with a solid benchmark on West Side for the Pipe installation. MSA will also stake the property lines on the Village property at the end of N. Grant Street.
9. Schedule and Sequence of Work
- a. Mobilization has started and will continue the week of November 21. Construction likely starting on November 28, 2012.
 - b. Community Park Dredging

- Contractor will start by the dam and continue towards the west and plans to complete community park dredging by end of December
 - c. West Side Dredging
 - West side dredging will start beginning in January and should be completed by February 28.
 - d. Pipe installation
 - Pipe installation is starting by April 15 or when frost is out of the ground and will take approximately 10 days.
 - e. Restoration will be complete by May 15, 2012
10. Access and Staging
- a. Tracking pads are required per Village permit. The contractor anticipated that the length of Brass Circle would be sufficient to minimize tracking on the highway and wanted to hold off on installing a gravel tracking pad. Siggie indicated that if that is the case, a sweeper would have to be on site to remove any tracking on the road at the end of each day.
 - b. Coordination with Village for Park Usage
 - The Park will generally be closed for any traffic. The Contractor will likely notice people walking about and should be aware of them and uphold general site safety rules during construction times.
 - c. Traffic Control
 - The contractor is responsible for traffic control if necessary. The contractor should coordinate with the Village on times when need for traffic control warranted
 - Jerry Butts indicated that traffic is especially bad at the beginning and end of the school day.
 - Siggie made the contractor aware that the Belleville schools are located on Main Street and special caution should be taken when driving past the schools.
11. Measurement and Payment
- a. The project has lump sum line items and progress payments will be made monthly. The Contractor will estimate progress on each line item for progress payments to be approved by the Engineer.
 - b. The Engineer will be doing spot checks on depth and widths of the dredging and will complete measurements on the community park prior to the contractor mobilizing to the west side.

12. Construction Issues

a. Sugar River Flow and Silt Screens

- The construction documents require installation of silt screen downstream of any dredging areas that have a potential for sediment getting into the Sugar River.
- The contractor indicated that they would attempt to do construction sequencing so that no silt screen would be necessary.
- Siggs understood that no silt screens would be necessary on the community park side but once construction starts on the west side, there would be higher chances of sediment getting to the river and that a silt screen would likely be necessary.
- Mike expressed concerns about installing silt screen in frozen condition.
- Siggs proposed we see how it goes and if the contractor wants to propose alternate approaches to sediment control he would consider it.

b. Disposal of Dredge Materials

- Erosion control plan is in the specifications, needs to be followed.

13. Other Issues

a. Hydraulic fluid spills

- Siggs requested that the contractor let him know when there is a hydraulic fluid spill and that the contractor clean it up as soon as possible. Siggs prefers to be able to let the Village know rather than having the Village having to contact him.

Distribution: Attendees
Howard Ward – Village of Belleville President
April Little – Village of Belleville Administrator

Please provide corrections to Siggs Sigmarsson at 608-839-4422

Meeting Memorandum

Memorandum Date: December 1, 2011
Project: Lake Belle View – West Lake Dredging
Purpose of Meeting: Progress Meeting 1
Meeting Location: Village of Belleville Community Park
Meeting Date: November 30, 2011
Attendees: Siggı Sigmarsson – MARS – Project Manager
Mike Cole – Iron Works Construction - Foreman
Jerry Butts – Village of Belleville – Director of Public Works

1. Erosion Control – Tracking on roads

a. Background

1. On Monday, 11/28 Siggı had requested that the contractor find a method for removing tracked mud of public roads as it was clear that tracking was going to be an issue on the entrance to the disposal site location, even with a tracking pad in place.
2. On Tuesday, 11/29 Mike had asked Jerry Butts to assist with road sweeping. Jerry said he would sweep that day.
3. On Wednesday, the Village received several complaints about tracking on the road by the entrance to the disposal location. Siggı requested a meeting with the contractor and the Village Representative to discuss options.

b. Discussion

1. Jerry Butts indicated the he wouldn't be able to continue to do sweeping for the contractor. The machine would have to be transferred to another garage and the Village staff wouldn't have time to provide that service to the contractor with or without a fee.
2. Siggı emphasized the importance of keeping the public roads clean and that the contractor was required to sweep/remove any tracking onto the public road at the end of each working day.
3. Mike was surprised that Jerry hadn't relayed in the beginning that he wouldn't be able to do the sweeping after Tuesday but said that now that he knew he could make the appropriate arrangements. His crew was out there at the time of the meeting scraping up the tracked soil. He would find other arrangement to keep the streets clean.

c. Conclusion

1. The contractor will find a method that is appropriate to clean the streets at the end of each working day. The contractor would be contact with Siggs about his plan.

2. Disposal location

a. Background

1. On Monday, 11/28, Siggs had noticed that the contractor was placing spoils on the Olson property at Area B. Mike indicated that the conditions in Area A were greasy which resulted in him not being able to place the material there. Siggs requested that the contractor contact the landowner for approval for placing material in Area B since it was clearly stated in the construction documents that Area A should be filled prior to placing spoils in Area B. Mike said he would do that.
2. On Tuesday, 11/29, Siggs received a phone call from Ed Short, the engineer for Jim Olson stating that Olson wasn't happy with the contractor placing material in Area B. He also stated that he hadn't heard from the contractor. After some discussion, Ed agreed that the contractor could finish the working day placing spoils in Area B but after that the contractor couldn't place material in Area B. Mike agreed to that arrangement.
3. On Wednesday, 11/30, Siggs received a phone call from Jim Olson stating that the contractor was still placing material in Area B and that he wanted that to stop. He also requested that the contractor remove the material in Area B. Siggs requested that we would wait and see how much material ended up in Area A and if Area A wasn't full at the end of the project, then the contractor would remove material from Area B. When speaking with Mike, he had been placing material in Area A in the morning but around 1pm the conditions in Area A were greasy again and he returned back to Area B. Siggs asked Mike to stop any placement of the material in Area B at the landowner's request.
4. Later in the day we met to discuss the events of the day.

b. Discussion

1. Siggs described that the landowner was very unhappy with the placement of spoils in Area B prior to filling up available space in Area A and that he did not want more material in that area. Siggs also explained that the landowner had requested that the contractor remove the material at the end of the project if there is space in Area A. Siggs also explained that even though there is some discrepancy in the previously authorized placement by Ed Short and the current position of the landowner, the landowner has the authority to request that the contractor stop placing in Area B and to remove the material B since a) it is his property and b) the placement in Area B first was a deviation from the prior approved plan and the contractor didn't ask for permission to deviate from that plan.

2. Mike stated that he was having problems with conditions in Area A and was concerned about having to stop work if he couldn't operate the trucks in there. The placement in Area B was done in good faith and he was not planning on adding more in that area. He also thought that the amount there was not significant and wouldn't need to be removed and could be spread out and tilled in, but was willing to wait until the end of the project to see what options there are once all the material had been placed.
 3. Siggı understood Mike's concerns but after reviewing the site, it was Siggı's evaluation that there was plenty space closer to the access road than where the contractor was currently placing the materials in Area A, and that the contractor could either have a temporary staging area that would be dozed later or permanently placed closer to the access road.
 4. Both Mike and Siggı agreed that the conditions should improve shortly with colder weather and possible snow.
 5. Siggı also mentioned that the contractor should follow the Village's request to place the materials only in the Olson property and that Olson would be in charge of any dispersal of that material to other locations. The disposal location was tied to the Chapter 30 permit and any changes in disposal location would have to be approved by the DNR.
- c. Conclusion
1. The contractor is not to place any more material in Area B without prior approval by the landowner. Once Area A is full, a discussion with the landowner on placement in Area B should take place prior to resuming placement in Area B.
 2. All the material from this project will go to the Olson property unless otherwise approved by the Village. The contractor should notify the Engineer of any requests for such changes with good notice.

Distribution: Attendees
Howard Ward – Village of Belleville President
April Little – Village of Belleville Administrator

Please provide corrections to Siggı Sigmarsson at 608-839-4422



DANE COUNTY

Joe Parisi
County Executive

November 17, 2011

Dear Prospective "DaneCom" Radio System Partner:

We are writing to you to follow up on our letter of October 18, 2011 regarding the intergovernmental agreement (IGA) for the new countywide interoperable emergency radio communications network known as "DaneCom." Some of you, as members of the Cities and Villages Association and the Towns Association, met with us to request changes to the IGA that was forwarded with our previous letter. In an effort to be responsive to the request of our local government partners, we have made many of the suggested modifications to a revised version of the IGA that's enclosed with this mailing.

Because the IGA is being sent anew, the deadline for signing and returning the enclosed has been extended until December 22, 2011.

The County continues to be committed to covering the "fair share" of the operations and maintenance (O&M) costs (30%, as prescribed by the DaneCom Governing Board) and, of course, is still covering all capital costs for the system infrastructure (estimated at around an initial investment of \$16.5 million).

Enclosed is the new IGA and the spreadsheet (unchanged from the October 18th version) showing a close estimate for each jurisdiction's share of operations and maintenance cost based on the cost-sharing formula approved by the DaneCom Governing Board. As you may recall, that board includes three representatives of the Dane County Cities and Villages Association and two representatives from the Dane County Towns Association.

To ensure this important public safety improvement project is implemented in a timely fashion, we respectfully ask communities to please return the enclosed IGA by December 22, 2011.

If you have questions regarding the enclosed, please don't hesitate to contact us at: parisi@countyofdane.com or corrigan@countyofdane.com. You can also contact John Dejung, Dane County's Director of Public Safety Communications, at dejung@countyofdane.com.

Sincerely,

Handwritten signature of Joe Parisi.

Joe Parisi
Dane County Executive

Handwritten signature of Sharon Corrigan.

Sharon Corrigan
Chair, DaneCom Governing Board

Enclosures: IGA (updated), spreadsheet showing O&M costs for each community (unchanged)

City-County Building, Room 421, 210 Martin Luther King, Jr. Boulevard, Madison, Wisconsin 53703
PH 608/266-4114 FAX 608/266-2643 TDD 608/266-9138

**INTERGOVERNMENTAL AGREEMENT BETWEEN
DANE COUNTY AND OTHER MUNICIPALITIES WITHIN DANE COUNTY CREATING A COUNTY-WIDE
INTEROPERABLE VHF-BASED EMERGENCY RADIO SYSTEM KNOWN AS "DANECOM"**

This Intergovernmental Agreement ("Agreement") is made by and between Dane County ("County"), and the municipalities located within Dane County who are signatories to this Agreement, pursuant to § 66.0301, Wis. Stats.

WHEREAS, the Dane County Board has adopted Resolution 88, 2010-2011, endorsing an implementation of a trunked, digital, standards-based simulcast emergency radio system that features narrow-banding of the county's VHF system ("system"); that will include modernization of the microwave backbone of the system; and

WHEREAS, County has agreed to make an investment in the system infrastructure, not to exceed \$18 million; and

WHEREAS, the Governing Board established by Dane County Board of Supervisors Resolution 88, 2010-2011 has the authority delineated therein; and

WHEREAS, the County and participating municipalities have agreed to pay a proportionate share of the costs of the operating and maintenance costs of the system, with the annual total cost to municipalities other than the County not to exceed \$825,000.

NOW, THEREFORE, LET IT BE RESOLVED that the parties do mutually agree as follows:

1. **PURPOSE.** The parties find that it is in the interest of the residents of the County and of their respective municipalities to create an improved, narrow-banded VHF system. The intent of the parties is to provide fair use and adequate protection to their citizens through use of the DaneCom system.
2. **AUTHORITY.** This Agreement is entered into by the parties pursuant to Wis. Stats. §66.0301.
3. **EFFECTIVE DATE.** This Agreement shall commence upon the execution by all parties, which must include execution by Dane County's cities, towns, and villages, not including the City of Madison, that comprise 70% (seventy percent) of the combined population of all Dane County cities, towns, and villages, excluding the City of Madison; and upon execution by 80% (eighty percent, or 28) of the County's 34 towns. In the event this Agreement is not executed by the required number of municipalities or towns on or before December 22, 2011, it shall be void and no party shall have any obligation hereunder.
4. **RESPONSIBILITIES OF THE COUNTY.** The County shall:
 - A. Enter into a contract for design, construction and implementation of the infrastructure of the system, at a cost not to exceed \$18 million (\$18,000,000).

- B. Provide or secure needed facilities and own the system infrastructure, except for additions to the basic infrastructure constructed or installed in Fitchburg and any future additions by any party pursuant to separate agreements.
- C. Obtain and maintain all FCC licensing required for the system, provided, however, that if the County is unable to secure all necessary FCC licensing, the County may terminate this Agreement without implementing the system.
- D. Manage, administer, and control the system, including the additions in Fitchburg and in accordance with Public Safety Communications Center Board authority over telecommunications matters, except that the DaneCom Governing Board (hereinafter "Governing Board") will continue to oversee the cost-sharing model for recurring operations and maintenance expenses and related matters as set forth in this agreement.
- E. Bill municipal parties for their respective share of operating and maintenance costs as determined by the Governing Board established by County Resolution 88, 2010-2011 and the provisions of this Agreement. Attachment A is an estimate of anticipated charges. Exact charges will be determined and billed by the County no later than January 15th (for the February 15th payment) and July 15th (for the August 15th payment) each year. The County shall only include the operational and maintenance costs for goods and services that have been actually received by the County when calculating the amount of each invoice that is billed to the municipalities.
- F. If any municipality chooses not to join and pay its respective share of operating and maintenance costs, those costs will be re-distributed as follows:
 - a. If the municipality is a city or village, 70% of that municipality's costs will be re-distributed to the remaining cities and villages using the 50/50 formula described in Section 7A herein. The County will pay 30% of the non-participating municipality's costs.
 - b. If the municipality is a town, and if 80% (eighty percent, or 28) of the County's 34 towns have executed this agreement, 70% of that non-participating town's costs will be re-distributed to the remaining towns using the 50/50 formula described in Section 7A herein. The County will pay 30% of the non-participating town's costs.
- G. Allow eligible users in accordance with 47 C.F.R. §90.421.
- H. To the extent practicable, provide full access to, and allocate capacity of, the system to all parties to this Agreement for all communications needs of that party, without providing any special consideration to County agencies. Nothing herein is intended to prohibit the allocation of resources based on a reasonable prioritization based on a case-by-case evaluation of the level of public safety risk, or similar factors.

5. RESPONSIBILITIES OF MUNICIPAL PARTIES. The municipal parties shall:

- A. Cooperate with County efforts to license and use frequencies suitable for DaneCom and already authorized for use by municipalities. A municipal party will not, however, be required to cancel a current FCC license or sign a letter of concurrence for County use of any frequency.
- B. Connect no local additions to the system by wire without a separate written Intergovernmental Agreement ("IGA") with the County. County shall not unreasonably withhold its approval of such additions. Examples of additions include, but are not limited to, transmitter or receiver sites, dispatch consoles or interoperability gateways.
- D. Operate only authorized equipment on the system in accordance with reasonably established protocols and standard operating procedures.
- E. Pay operating and maintenance costs on a semi-annual basis payable on February 15 and August 15 of each year.

6. RESPONSIBILITIES OF ALL PARTIES. All parties to the Agreement shall:

- A. Pay their proportionate share of the operating and maintenance cost of the system as determined by the Governing Board on a semi-annual basis. All capital, operational and maintenance costs related to any additions by Fitchburg or other municipalities will be paid solely by that municipality.
- B. Follow all operating and technical requirements established by the County.
- C. Execute an amended agreement to reflect cost-sharing model changes reasonably based on equalized value, population, actual or estimated usage and/or other relevant and customary factors as established by the Governing Board if and when they are made.

7. OPERATIONS AND MAINTENANCE COST ALLOCATION.

- A. It is understood that annual operating and maintenance costs for municipalities will be apportioned using a 50/50 (half equalized value, half per capita, adjusted annually per Wisconsin Department of Revenue and Department of Administration websites) through the year 2015.
- B. The formula for allocating operation and maintenance costs will be reevaluated by the Governing Board and may be changed by the Governing Board for the years following 2015 to provide a more equitable allocation using the factors described in Section 6C.
- C. The annual total contribution by parties other than the County will not exceed \$825,000.

- D. Thirty percent (30%) of the total operating and maintenance expenses shall be allocated to the County each year through 2015 except as noted in Sections 4F (a) and 4F (b). Thereafter, any reallocation to the County shall not exceed 50% of the total operating cost.

8. GOVERNANCE.

- A. Except as provided in sub. B, the Governing Board shall, throughout the term of this Agreement, consist of three members appointed jointly by the Dane County Executive and County Board Chair, three members appointed by the Dane County Cities and Villages Association, two members appointed by the Dane County Towns Association, and one member each from the Dane County EMS Association, the Dane County Fire Chiefs Association, and the Dane County Chiefs of Police Association. Appointees must reside in entities that are participants in the interoperable radio communications system.
- B. In the event the percentage of the total contribution to operation and maintenance cost to be made by any of the three municipal groups having the right to appoint members to the Governing Board increases above its initial contribution percentage by fifteen (15) or more as a result of modifications to the contribution formula approved by the Governing Board, the appointing authority for that group shall have the right to appoint one additional member to the Governing Board for each 15% increase over the number of appointments provided in sub. A. If the contribution percentage of any group shall decrease by 10 or more, the appointing authority for that group shall have one fewer appointment for each 10% decrease from the number provided in sub. A. The number of appointments made by the Dane County EMS Association, the Dane County Fire Chiefs Association, and the Dane County Chiefs of Police Association shall remain unchanged. Appointments shall take effect on January 1 in the year the revised compensation formula takes effect.
- C. For the initial capital investment, if the cost of the system is less than \$18 million, the Governing Board shall make binding decisions regarding whether to allocate savings to purchase additional system elements or to expenditures designed to keep the cost of the system as low as possible so that the cost to local users for operating and maintenance would also be as low as possible. Further, the Governing Board has the authority to make decisions defining the initial and on-going operating and maintenance cost sharing methodology and payment structure. Final approval of all capital improvements in excess of \$18 million in total capital costs shall remain with the County Board and County Executive.
- D. The County will use operating, technical and equipment requirements established by the existing Wisconsin System for Interoperable Communications (WISCOM) wherever appropriate and possible.

- 9. WITHDRAWAL.** A party may withdraw from this Agreement upon 18 months notice prior to the beginning of the calendar year in which withdrawal takes place, except that:

_____ (_____) _____ OF _____
(Name/Title) (Date) (Type of muni) OF (name of municipality)

(and for co-signer from same municipality)

_____ (_____) _____ OF _____
(Name/Title) (Date) (Type of muni) OF (name of municipality)

ESTIMATED DANECOM OPERATIONS & MAINTENANCE CHARGES

\$111,214 Local O&M 2012 \$158,877 Total O&M
 Operations & Maintenance Charges paid by communities other than Madison (which pays its own)

COMMUNITY			
Type	\$0/50	In ¹ ?	\$0/50 Shift ²
T ALBION	\$882	Y	\$1,504
T BERRY	\$636	N	\$0
T BLACK EARTH	\$256	N	\$0
T BLOOMING GROVE	\$779	Y	\$1,681
T BLUE MOUNDS	\$466	N	\$0
T BRISTOL	\$1,569	?	\$0
T BURKE	\$1,592	?	\$0
T CHRISTIANA	\$567	?	\$0
T COTTAGE GROVE	\$1,679	N	\$0
T CROSS PLAINS	\$861	?	\$0
T DANE	\$463	?	\$0
T DEERFIELD	\$746	?	\$0
T DUNKIRK	\$840	Y	\$1,811
T DUNN	\$2,625	?	\$0
T MADISON	\$2,200	Y	\$4,737
T MAZOMANIE	\$513	Y	\$1,107
T MEDINA	\$583	Y	\$1,260
T MIDDLETON	\$3,347	?	\$0
T MONTROSE	\$416	?	\$0
T OREGON	\$1,512	N	\$0
T PERRY	\$322	Y	\$696
T PLEASANT SPR.	\$1,656	N	\$0
T PRIMROSE	\$338	Y	\$730
T ROXBURY	\$809	Y	\$1,746
T RUTLAND	\$948	Y	\$2,049
T SPRINGDALE	\$1,015	N	\$0
T SPRINGFIELD	\$1,392	?	\$0
T SUN PRAIRIE	\$1,072	Y	\$2,315
T VERMONT	\$476	?	\$0
T VERONA	\$1,050	?	\$0
T VIENNA	\$715	?	\$0
T WESTPORT	\$2,351	Y	\$5,053
T WINDSOR	\$2,548	Y	\$5,459
T YORK	\$324	?	\$0
TOTAL TOWNS	\$37,628		\$30,589

* V BELLEVILLE	\$744	Y	\$756
V BLACK EARTH	\$526	Y	\$534
V BLUE MOUNDS	\$292	Y	\$297
V BROOKLYN	\$314	Y	\$319
V CAMBRIDGE	\$556	Y	\$565
V COTTAGE GROVE	\$2,457	Y	\$2,496
V CROSS PLAINS	\$1,470	N	\$0
V DANE	\$376	Y	\$382
V DEERFIELD	\$886	Y	\$899
V DEFOREST	\$3,654	Y	\$3,711
V MAPLE BLUFF	\$1,060	Y	\$1,076
V MARSHALL	\$1,278	Y	\$1,298
V MAZOMANIE	\$682	Y	\$693
V MCFARLAND	\$3,277	Y	\$3,329
V MT HOEB	\$2,703	Y	\$2,806
V OREGON	\$3,759	Y	\$3,818
V ROCKDALE	\$76	?	\$0
V SHOREWOOD HILLS	\$1,408	Y	\$1,431
V WALUNAKEE	\$5,244	Y	\$5,326
TOTAL VILLAGES	\$30,822		\$29,733

C EDGERTON	\$62	?	\$0
C FITCHBURG	\$10,531	Y	\$10,696
C MADISON			\$0
C MIDDLETON	\$9,379	Y	\$9,526
C MONONA	\$1,389	Y	\$1,410
C STOUGHTON	\$4,929	Y	\$5,006
C SUN PRAIRIE	\$11,034	Y	\$11,206
C VERONA	\$5,440	Y	\$5,525
TOTAL CITIES	\$42,764		\$43,370
TOTAL V & C	\$73,586		\$73,103
TOTAL T & V & C	\$111,214		\$103,692
TOTAL	\$47,663		\$55,184

¹In?: Y = Affirmative 2010 letter of Intent, N = Negative 2010 letter of int

²\$0/50 Shift = assumes 2010 letter of intent signers only

SOURCE: TOWN, VILLAGE, AND CITY TAXES 2010, Wis. Dept. of Revenue

"MILL RATE:" 0.004015682570018
 Per Capita: \$0.46
 (Assumes 20 year bond at 3 percent)

Local O&M³ assumes Dane County will pay 30%

ORIGINAL SPREADSHEET: DCTA/Hazelbaker - 1/25/11
 UPDATED SPREADSHEET: DCPSC/McVicar - 10/18/11

ESTIMATED DANECOM OPERATIONS & MAINTENANCE CHARGES

\$221,443 Local O&M 2013 \$316,347 Total O&M
 Operations & Maintenance Charges paid by communities other than Madison (which pays its own)

COMMUNITY				
Type	50/50	In?	50/50 Shift ²	
T	ALBION	\$1,755	Y	\$3,791
T	BERRY	\$1,267	N	\$0
T	BLACK EARTH	\$510	N	\$0
T	BLOOMING GROVE	\$1,550	Y	\$3,347
T	BLUE MOUNDS	\$927	N	\$0
T	BRISTOL	\$3,124	?	\$0
T	BURKE	\$3,169	?	\$0
T	CHRISTIANA	\$1,128	?	\$0
T	COTTAGE GROVE	\$3,344	N	\$0
T	CROSS PLAINS	\$1,714	?	\$0
T	DANE	\$921	?	\$0
T	DEERFIELD	\$1,486	?	\$0
T	DUNKIRK	\$1,672	Y	\$3,606
T	DUNN	\$5,227	?	\$0
T	MADISON	\$4,381	Y	\$9,432
T	MAZOMANIE	\$1,022	Y	\$2,205
T	MEDINA	\$1,162	Y	\$2,508
T	MIDDLETON	\$6,665	?	\$0
T	MONTRÖSE	\$1,028	?	\$0
T	OREGON	\$3,011	N	\$0
T	PERRY	\$642	Y	\$1,357
T	PLEASANT SPR.	\$3,298	N	\$0
T	PRIMROSE	\$673	Y	\$1,453
T	ROXBURY	\$1,610	Y	\$3,478
T	RUTLAND	\$1,888	Y	\$4,081
T	SPRINGDALE	\$2,021	N	\$0
T	SPRINGFIELD	\$2,771	?	\$0
T	SUN PRAIRIE	\$2,135	Y	\$4,609
T	VERMONT	\$948	?	\$0
T	VERONA	\$2,090	?	\$0
T	VIENNA	\$1,424	?	\$0
T	WESTPORT	\$4,642	Y	\$10,062
T	WINDSOR	\$5,074	Y	\$10,949
T	YORK	\$645	?	\$0
TOTAL TOWNS				\$74,923
V	BELLEVILLE	\$1,482	Y	\$1,505
V	BLACK EARTH	\$1,047	Y	\$1,068
V	BLUE MOUNDS	\$582	Y	\$591
V	BROOKLYN	\$625	Y	\$635
V	CAMBRIDGE	\$1,107	Y	\$1,124
V	COTTAGE GROVE	\$4,893	Y	\$4,969
V	CROSS PLAINS	\$2,927	N	\$0
V	DANE	\$748	Y	\$760
V	DEERFIELD	\$1,763	Y	\$1,791
V	DEFORREST	\$7,275	Y	\$7,389
V	MAPLE BLUFF	\$2,110	Y	\$2,143
V	MARSHALL	\$2,545	Y	\$2,584
V	MAZOMANIE	\$1,358	Y	\$1,379
V	MCFARLAND	\$6,526	Y	\$6,628
V	MT HOREB	\$5,501	Y	\$5,587
V	OREGON	\$7,485	Y	\$7,602
V	ROCKDALE	\$151	?	\$0
V	SHOREWOOD HILLS	\$2,804	Y	\$2,848
V	WAUNAKEE	\$10,441	Y	\$10,604
TOTAL VILLAGES				\$61,371
C	EDGERTON	\$123	?	\$0
C	FITCHBURG	\$20,970	Y	\$21,297
C	MADISON			\$0
C	MIDDLETON	\$18,675	Y	\$18,968
C	MONONA	\$2,765	Y	\$2,808
C	STOUGHTON	\$9,814	Y	\$9,967
C	SUN PRAIRIE	\$21,970	Y	\$22,313
C	VERONA	\$10,832	Y	\$11,002
TOTAL CITIES				\$85,150
TOTAL V & C				\$146,520
TOTAL T & V & C				\$221,443
TOTAL				\$94,904

¹In?: Y = Affirmative 2010 letter of intent, N = Negative 2010 letter of int

²50/50 Shift = assumes 2010 letter of intent signers only

SOURCE: TOWN, VILLAGE, AND CITY TAXES 2010, Wis. Dept. of Revenue

"MILL RATE:" 0.007995819234992
 Per Capita: \$0.92

(Assumes 20 year bond at 3 percent)

Local O&M* assumes Dane County will pay 30%

ORIGINAL SPREADSHEET: DCTA/Hazelbaker - 1/25/11
 UPDATED SPREADSHEET: DCPS/McVicar - 10/18/11

ESTIMATED DANECOM OPERATIONS & MAINTENANCE CHARGES

5437,339 Local O&M 2014 \$624,770 Total O&M
 Operations & Maintenance Charges paid by communities other than Madison (which pays its own)

COMMUNITY			
Type	\$0/50	In ¹ ?	\$0/50 Shift ²
T ALBION	\$3,466	Y	\$7,487
T BERRY	\$2,502	N	\$0
T BLACK EARTH	\$1,008	N	\$0
T BLOOMING GROVE	\$3,062	Y	\$6,610
T BLUE MOUNDS	\$1,831	N	\$0
T BRISTOL	\$6,169	?	\$0
T BURKE	\$6,259	?	\$0
T CHRISTIANA	\$2,228	?	\$0
T COTTAGE GROVE	\$6,604	N	\$0
T CROSS PLAINS	\$3,384	?	\$0
T DANE	\$1,819	?	\$0
T DEERFIELD	\$2,935	?	\$0
T DUNKIRK	\$3,302	Y	\$7,122
T DUNN	\$10,323	?	\$0
T MADISON	\$8,652	Y	\$18,627
T MAZOMANIE	\$2,019	Y	\$4,355
T MEDINA	\$2,294	Y	\$4,954
T MIDDLETON	\$13,164	?	\$0
T MONROSE	\$2,030	?	\$0
T OREGON	\$5,946	N	\$0
T PERRY	\$1,268	Y	\$2,738
T PLEASANT SPR.	\$6,514	N	\$0
T PRIMROSE	\$1,329	Y	\$2,870
T ROXBURY	\$3,180	Y	\$6,868
T RUTLAND	\$3,729	Y	\$8,059
T SPRINGDALE	\$3,992	N	\$0
T SPRINGFIELD	\$5,473	?	\$0
T SUN PRAIRIE	\$4,216	Y	\$9,103
T VERMONT	\$1,872	?	\$0
T VERONA	\$4,128	?	\$0
T VIENNA	\$2,812	?	\$0
T WESTPORT	\$9,167	Y	\$19,872
T WINDSOR	\$10,020	Y	\$21,624
T YORK	\$1,273	?	\$0
TOTAL TOWNS	\$147,968		\$120,289

* V BELLEVILLE	\$2,926	Y	\$2,972
V BLACK EARTH	\$2,067	Y	\$2,100
V BLUE MOUNDS	\$1,149	Y	\$1,167
V BROOKLYN	\$1,234	Y	\$1,254
V CAMBRIDGE	\$2,186	Y	\$2,220
V COTTAGE GROVE	\$9,869	Y	\$9,814
V CROSS PLAINS	\$5,781	N	\$0
V DANE	\$1,478	Y	\$1,501
V DEERFIELD	\$3,483	Y	\$3,537
V DEFOREST	\$14,369	Y	\$14,593
V MAPLE BLUFF	\$4,168	Y	\$4,233
V MARSHALL	\$5,026	Y	\$5,104
V MAZOMANIE	\$2,682	Y	\$2,724
V MCFARLAND	\$12,888	Y	\$13,089
V MT HOREB	\$10,865	Y	\$11,034
V OREGON	\$14,783	Y	\$15,014
V ROCKDALE	\$299	?	\$0
V SHOREWOOD HILLS	\$5,538	Y	\$5,626
V WAUNAKEE	\$20,620	Y	\$20,943
TOTAL VILLAGES	\$121,204		\$116,923

C EDGERTON	\$243	?	\$0
C FITCHBURG	\$41,414	Y	\$42,061
C MADISON			\$0
C MIDDLETON	\$36,883	Y	\$37,461
C MONONA	\$5,460	Y	\$5,546
C SToughton	\$19,383	Y	\$19,585
C SUN PRAIRIE	\$43,390	Y	\$44,068
C VERONA	\$21,393	Y	\$21,729
TOTAL CITIES	\$168,167		\$170,550
TOTAL V & C	\$289,371		\$287,474
TOTAL T & V & C	\$437,339		\$407,763
TOTAL	\$187,431		\$217,007

¹In?: Y = Affirmative 2010 letter of intent, N = Negative 2010 letter of int

²\$0/50 Shift = assumes 2010 letter of intent signers only

SOURCE: TOWN, VILLAGE, AND CITY TAXES 2010, Wis. Dept. of Revenue

"MILL RATE:" 0.015791355642525

Per Capita: \$1.81

(Assumes 20 year bond at 3 percent)

Local O&M assumes Dane County will pay 30%

ORIGINAL SPREADSHEET: DCTA/Hazelbaker - 1/25/11

UPDATED SPREADSHEET: DCPSC/McVicar - 10/18/11

ESTIMATED DANECOM OPERATIONS & MAINTENANCE CHARGES

\$584,338 Local O&M 2015 \$834,768 Total O&M
 Operations & Maintenance Charges paid by communities other than Madison (which pays its own)

COMMUNITY	Type	50/50	In ¹ ?	50/50 Shift ²
T ALBION		\$4,632	Y	\$10,004
T BERRY		\$3,343	N	\$0
T BLACK EARTH		\$1,346	N	\$0
T BLOOMING GROVE		\$4,091	Y	\$8,832
T BLUE MOUNDS		\$2,446	N	\$0
T BRISTOL		\$8,242	?	\$0
T BURKE		\$8,363	?	\$0
T CHRISTIANA		\$2,977	?	\$0
T COTTAGE GROVE		\$8,824	N	\$0
T CROSS PLAINS		\$4,522	?	\$0
T DANE		\$2,430	?	\$0
T DEERFIELD		\$3,921	?	\$0
T DUNKIRK		\$4,412	Y	\$9,516
T DUNN		\$13,793	?	\$0
T MADISON		\$11,560	Y	\$24,888
T MAZOMANIE		\$2,698	Y	\$5,818
T MEDINA		\$3,065	Y	\$6,619
T MIDDLETON		\$17,588	?	\$0
T MONTROSE		\$2,712	?	\$0
T OREGON		\$7,944	N	\$0
T PERRY		\$1,694	Y	\$3,659
T PLEASANT SPR.		\$8,703	N	\$0
T PRIMROSE		\$1,775	Y	\$3,835
T ROXBURY		\$4,248	Y	\$9,176
T RUTLAND		\$4,982	Y	\$10,768
T SPRINGDALE		\$5,334	N	\$0
T SPRINGFIELD		\$7,313	?	\$0
T SUN PRAIRIE		\$5,433	Y	\$12,162
T VERMONT		\$2,501	?	\$0
T VERONA		\$5,516	?	\$0
T VIENNA		\$3,757	?	\$0
T WESTPORT		\$12,248	Y	\$26,552
T WINDSOR		\$13,388	Y	\$28,892
T YORK		\$1,701	?	\$0
TOTAL TOWNS		\$197,704		\$160,720

* V BELLEVILLE		\$3,910	Y	\$9,971
V BLACK EARTH		\$2,762	Y	\$2,805
V BLUE MOUNDS		\$1,535	Y	\$1,559
V BROOKLYN		\$1,649	Y	\$1,675
V CAMBRIDGE		\$2,921	Y	\$2,966
V COTTAGE GROVE		\$12,911	Y	\$13,113
V CROSS PLAINS		\$7,724	N	\$0
V DANE		\$1,974	Y	\$2,005
V DEERFIELD		\$4,653	Y	\$4,726
V DIFOREST		\$19,198	Y	\$19,498
V MAPLE BLUFF		\$5,568	Y	\$5,656
V MARSHALL		\$6,715	Y	\$6,819
V MAZOMANIE		\$3,583	Y	\$3,639
V MCFARLAND		\$17,220	Y	\$17,489
V MT HOREB		\$14,517	Y	\$14,743
V OREGON		\$19,751	Y	\$20,060
V ROCKDALE		\$899	?	\$0
V SHOREWOOD HILLS		\$7,400	Y	\$7,517
V WAUNAKEE		\$27,551	Y	\$27,982
TOTAL VILLAGES		\$161,943		\$156,224

¹In?: Y = Affirmative 2010 letter of intent, N = Negative 2010 letter of int

²50/50 Shift = assumes 2010 letter of intent signers only

SOURCE: TOWN, VILLAGE, AND CITY TAXES 2010, Wis. Dept. of Revenue

"MILL RATE:" 0.021099153875825
 Per Capita: \$2.42
 (Assumes 20 year bond at 3 percent)

Local O&M³ assumes Dane County will pay 30%

ORIGINAL SPREADSHEET: DCTA/Hazelbaker - 1/25/11
 UPDATED SPREADSHEET: DCPSC/McVicar - 10/18/11

C EDGERTON		\$325	?	\$0
C FITCHBURG		\$55,334	Y	\$56,199
C MADISON				\$0
C MIDDLETON		\$49,280	Y	\$50,053
C MONONA		\$7,296	Y	\$7,410
C SToughton		\$25,898	Y	\$26,301
C SUN PRAIRIE		\$57,975	Y	\$58,880
C VERONA		\$28,584	Y	\$29,032
TOTAL CITIES		\$224,691		\$227,876
TOTAL Y & C		\$386,634		\$384,100
TOTAL T & V & C		\$584,338		\$544,820
TOTAL		\$250,430		\$289,948

DNR draft 9/8/11

VILLAGE OF BELLEVILLE ORDINANCE 2011-09-01:

**An Ordinance Creating Sections of the Belleville Municipal Code
Relating to Lake Belle View Boating Regulations**

The Village Board of the Village of Belleville, Dane County and Green County, Wisconsin,
do ordain as follows:

**The following sections of the Belleville Municipal Code relating to Boating
Regulations on Lake Belle View are hereby created to read as follows:**

Section 1: Applicability and Enforcement

The provisions of the Ordinance shall apply to the waters of Lake Belle View beginning at Community Park in the south, Hwy 69/92 to the east and the lake/Sugar River separation berm on the west.

This chapter shall be enforced by the officers of the Village of Belleville.

Section 2: Intent

The intent of this ordinance is to provide safe and healthful conditions for the enjoyment of aquatic recreation consistent with public rights and interests, and the capability of water resources.

Section 3: State Boating and Safety Laws Adopted

State boating laws as found in ss. 30.50 to 30.71, Wis. Stats., are adopted by reference.

Section 4: Definitions

- a) Slow-no-wake means that speed at which a boat moves as slowly as possible while still maintaining steerage control.

Section 5: Controlled Area

No person shall operate a boat faster than slow-no-wake in the waters of Lake Belle View.

Section 6: Gas-Powered Motorboat Prohibited Area

No person shall operate a motorboat, as defined in 30.50 (6), Wis. Stats., that is propelled by

K:\Ordinances\2011 Ordinances\Electric motor only ordinance doc clean.doc October 4, 2011

DRAFT

internal combustion engine or engines on the waters of Lake Belle View Electric motors only are permitted on said waters.

Section 7: Posting Requirements

The Village of Belleville shall place and maintain a synopsis of this ordinance at all public access points within the jurisdiction of the Village of Belleville pursuant to the requirements of NR 5.15 Wis. Admin. Code.

Section 8: Penalties

Wisconsin state boating penalties as found ins Wis. Stat. 30.80, and deposits as established in the Uniform Deposit and Bail Schedule established by the Wisconsin Judicial Conference, are hereby adopted by reference and all references to fines amended to forfeitures and all references to imprisonment deleted.

Section 9: Severability

The provision of this Ordinance shall be deemed severable and it is expressly declared that the Village Board would have passed other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application of any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to other person or circumstances shall not be affected.

Section 10: Effective Date

This ordinance shall take effect and be in force upon passage and publication as provided by law.

Adopted at a regular meeting of the Village Board this _____ day of _____, 2011.

By Howard Ward, Village President

ATTEST:

April Little, Village Administrator/Clerk/Treasurer

Vote: Yes - No - Publication: //2011

*K:\Ordinances\2011 Ordinances\Electric motor only ordinance doc clean.doc October 4, 2011
DRAFT*

Sign Posting:

BOATING REGULATIONS
Slow-no-wake speed at all times
Electric motors only
Police Department: 608-424-3129
Ordinance # Adopted on

List of Election Workers for 2012-2013

Mary Austin
Janet Babler
Mary Lou Bollig
William Burchard
Sharon Fellows
Juanita Harbort
Darlene Hendrickson
Stephanie Keyes
Judy Moe
Angie Morricks
Lucille O'connor
Joan Root
Dawn Sass
Virginia Schenk
Jo Ann Therkelsen
Jill Wennesheimer
Sylvia Zentner



November 23, 2011

April Little, Village Administrator
Village of Belleville, WI
24 W. Main Street
Belleville, WI 53508

PROPOSAL FOR TID #4 CONSULTING SERVICES

Dear April:

We understand the Village of Belleville is contemplating offering economic development incentives for a proposed development located within Tax Incremental Finance District #4. As the Village's financial advisors, we are prepared to assist the Village with analysis related to the consideration of economic development incentives. This analysis will include:

1. Review of the sources and uses for the proposed development project to determine the level of public participation that is necessary, if any.
2. Review the proposed rate of return for the development with and without public participation.
3. Identify the appropriate financial gap, if any, TID participation could provide to make the project financially feasible.
4. Determine financial options for the Village to provide financial assistance, if any.
5. Assist with the Developer Agreement negotiations if TID assistance is provided.

We will provide this service on an hourly basis at \$200 per hour. This proposal will allow for fees not to exceed \$5,000. If additional time is necessary, we will seek approval from the Village to exceed this amount. These fees are considered TID eligible expenses, and could also be shared or absorbed by the Developer.

If these terms are acceptable, the Village can authorize the appropriate official to sign this proposal. Please return one copy to us and retain a copy for the Village's records. Please do not hesitate to contact us with any questions.

Sincerely,

Jim Mann, CIPFA
Vice President/Financial Advisor

Greg Johnson, CIPFA
Vice President/Financial Advisor



Wisconsin
Offices also in Illinois and Minnesota

phone 262-785-1520
fax 262-785-1810
toll free 800-717-9742

www.ehlers-inc.com

375 Bishops Way, Suite 225
Brookfield, WI 53005-6202

Proposal Accepted by the Village of Belleville, WI:

Name

Date

Village of Belleville RESOLUTION 2011-12-01

APPROVE COMMITMENT OF FUND BALANCES

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54, which changes the terminology used for fund balance reporting on balance sheets of Governmental Funds, AND;

WHEREAS, the Village Board has reviewed the new terminology, AND;

WHEREAS, the Village Board recommends that the basic recycling grant, special charges for refuse and garbage collection on the tax roll, and other sanitation resources of the Waste Management Special Revenue Fund be committed for wages, equipment, services and supplies for sanitation and recycling activities AND;

WHEREAS, the Village Board recommends that the charges for lot sales and site preparation and other resources of the Cemetery Special Revenue Fund be committed for wages, equipment, services and supplies for the cemetery program activities AND;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Belleville does hereby approve the above recommendation.

Passed by the Village Board of the Village of Belleville this 5th day of December, 2011.

President

Attest:

Administrator/Clerk/Treasurer

PRELIMINARY DRAFT
FOR
DISCUSSION PURPOSES
ONLY

INFORMATIONAL POINTS (cont.)

GASB No. 54: FUND BALANCE REPORTING

The Governmental Accounting Standards Board (GASB) has issued Statement No. 54, which changes governmental financial reporting. These changes will affect your financial statements for the year ended December 31, 2011, primarily the governmental fund's balance sheet presentation. No changes are necessary for proprietary fund types or government-wide statements. The major change is to the terminology used for fund balance reporting. The terms reserved, unreserved, designated, and undesignated are being replaced with the following categories: nonspendable, restricted, committed, assigned, and unassigned. The new categories are designed to promote more consistent financial reporting throughout the nation.

Nonspendable fund balance is very similar to the old "reserved" fund balance and is made up of two subsets. "Not in spendable form" is essentially the same as before, including non-current receivables, inventories, prepaids, etc. "Legally required to be maintained intact" would be the nonspendable portions of trusts.

Restricted fund balance has the same meaning as it is used in the statement of net assets. So, this would include items like debt service, spendable portions of trust funds, grant funds, library funds, left over borrowing in capital projects funds, etc. It would also include restrictions from local laws, such as room taxes, other fees, etc.

Committed fund balance is based on constraints imposed by the governing body. The constraint must be a formal action, and the action must occur prior to the end of the reporting year (although the amounts may be determined later). Commitments would include special revenue funds that are not legally restricted. Also included would be revenues (not transfers) set aside by governing body action for specific uses (i.e. fire truck fund, etc.). The key is that there must be appropriate documentation of the action of the governing body.

Assigned fund balance includes amounts constrained by the government's intent. This is similar in many ways to the old designated fund balance. The assignment can be made by the governing body, a committee, or an official designated by the governing body; for example, the Finance Director. Assigned fund balance includes any residual amounts in special revenue, debt service, and capital project funds (unless negative). It also includes fund balance applied to balance next year's budget. This category would often include funds set aside for future projects (i.e., fire truck fund), if those amounts are not "committed" but are still intended to be separate funds. Like designations, assignments may not create a deficit in unassigned fund balance.

Unassigned fund balance is the residual category in the general fund which used to be undesignated fund balance. Other governmental funds may not have positive unassigned balances. But, they could have a negative unassigned balance if committed and restricted fund balances exceed existing resources.

The GASB made these changes to fund balance reporting to make it easier for the reader of financial statements to determine the various levels of restrictions that exist for the future use of fund balance. In addition to the new method for displaying fund balances, the Statement also clarifies the definitions of the various governmental fund types.

The biggest change to fund type definitions is for special revenue funds. The key change to the definition of special revenue funds is to remove the term "legally restricted" and replace it with "restricted or committed". So, the new definition of special revenue funds has three basic features:

1. Specific revenue sources
2. Restricted or committed
3. Expended for specified purposes

PRELIMINARY DRAFT
FOR
DISCUSSION PURPOSES
ONLY

INFORMATIONAL POINTS (cont.)

GASB No. 54: FUND BALANCE REPORTING (cont.)

The three features of the definition are discussed below.

Specific revenue source: This term means that a specific revenue should make up a substantial portion of the resources in the fund. Transfers in from another fund may be part of the resources of the fund, but do not count as specific revenue sources. A "substantial portion" is not defined by GASB. This computation is not related to materiality.

Restricted or committed: The specific revenue source above must be either restricted or committed. Restricted has the same meaning as restricted net assets as defined in GASBs 34/46. This means constraints are placed on the revenue by external factors (creditors, grantors, contributors, or laws and regulations of other governments) or by constitutional provisions or enabling legislation. Enabling legislation would mean a local law (in Wisconsin, an ordinance) that sets a fee and legally restricts the fee (i.e., room taxes) to be used to fund certain costs (i.e., tourism costs).

Committed means the revenue can only be used for certain purposes, and the constraint is placed by the governing body. For example, the council directs that garbage collection fees will only be used for garbage collection costs, but the action is not considered to be enabling legislation (in Wisconsin, a resolution or motion).

Note that the inclusion of an item in the government's budget (for example, a tax levy in a special revenue fund) does not create the commitment needed to meet the definition of a special revenue fund. That would require a properly worded policy adopted by the governing body and followed up with a resolution or motion. This could be part of a budget policy, a financial policy, or a separate policy or directive adopted by the governing body.

Expended for specific purposes: The restriction or commitment must be for expenditures specific to a program. Terms such as "for contingencies" or "emergencies" are not specific enough to qualify for reporting as a special revenue fund.

The new definition of capital projects funds is as follows:

Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital projects funds exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.

The new definition of capital projects funds should not cause much, if any, change from current practice.

You will need to make sure that the actions necessary to reflect commitments or assignments are documented. Unlike special revenue funds, transfers may constitute the only funding source for capital projects funds, as long as the resources are committed or assigned.

There are new disclosures required for fund balances. Specifically, who has the authority to create committed fund balances, and what type of action do they need to take? Also, who has the authority to create an assigned fund balance, and what policy creates that authority? Lastly, the flow of the resources hierarchy for restricted vs. unrestricted funds, and the flow of resources hierarchy for committed, assigned, and unassigned funds. Your footnotes will need to be adjusted accordingly.

PRELIMINARY DRAFT
FOR
DISCUSSION PURPOSES
ONLY

INFORMATIONAL POINTS (cont.)

GASB No. 54: FUND BALANCE REPORTING (cont.)

You will want to understand the new rules in time for you to make necessary changes for your 2011 budget. These changes could impact state aid calculations. You will also need to consider adopting fund balance policies so that options available in GASB No. 54 can be fully used by your government. We can assist you with getting ready for these changes.

GASB No. 51: ACCOUNTING AND FINANCIAL REPORTING FOR INTANGIBLE ASSETS

Governments possess many different types of assets that may be considered intangible assets, including easements, water rights, timber rights, patents, trademarks, and computer software (purchased or internally written).

Statement No. 51 requires that all intangible assets be classified as capital assets (except for a few minor exclusions). Accordingly, existing authoritative guidance related to the accounting and financial reporting for capital assets should be applied to intangible assets, as applicable.

That means that you should treat costs incurred for intangible assets the same as you would treat costs incurred for other capital assets like a truck or building. Intangible assets will be written off over their useful life (using amortization).

Fortunately, the new rules do not apply retroactively for your government. Instead, you will need to start reporting newly acquired intangible assets starting with the implementation date.

These new rules are effective for your year ending December 31, 2010. We can assist you with the details of the accounting aspects of this requirement at the appropriate time.

REQUIRED COMMUNICATION TO VILLAGE BOARD

OUR RESPONSIBILITY UNDER AUDITING STANDARDS GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA

The objective of a financial statement audit is the expression of an opinion on the financial statements. We conducted the audit in accordance with auditing standards generally accepted in the United States of America. These standards require that we plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements prepared by management with your oversight are free of material misstatement, whether caused by error or fraud. Our audit included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management or (those charged with governance) of their responsibilities.

As part of the audit we obtained an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. The audit was not designed to provide assurance on internal control or to identify deficiencies in internal control.

April Little

From: Andrea Jansen [Andrea.Jansen@bakertilly.com]
Sent: Tuesday, November 15, 2011 8:49 AM
To: April Little
Subject: GASB 54 - action required
Attachments: Belleville sample Resolution -Approve Commitment and Assignment of Fund Balances.doc

Hi April,

Per my voicemail – here is a sample resolution that the board will need to pass before the end of the year in order to keep the fund balance in the Cemetery & Waste Management funds from lapsing into the General Fund. The revenues in the Library fund are restricted by State statute, so there is no action that needs to be taken by the board for that fund.

GASB 54 changes the way that fund balance is presented – so instead of having reserved, designated & unreserved fund balance as you did in the past, it will be shown in the following categories: non-spendable, restricted, committed, assigned, or unassigned. The goal of the standard is to have more consistency in reporting by having more specific definitions on the fund balance categories. Please feel free to call Heather or me with any questions. I will only be in the office until noon today & then will be out at clients until next Wednesday.

Thanks!

Andrea Jansen, CPA, Manager
Baker Tilly Virchow Krause, LLP
10 Terrace Court, PO Box 7398
Madison, WI 53707-7398
tel 608 240 2338, fax 608 249 8532
andrea.jansen@bakertilly.com Connect with us: bakertilly.com

An independent member of Baker Tilly International



Pursuant to the rules of professional conduct set forth in Circular 230, as promulgated by the United States Department of the Treasury, nothing contained in this communication was intended or written to be used by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer by the Internal Revenue Service, and it cannot be used by any taxpayer for such purpose. No one, without our express prior written permission, may use or refer to any tax advice in this communication in promoting, marketing, or recommending a partnership or other entity, investment plan or arrangement to any other party. Baker Tilly Virchow Krause, LLP Confidentiality Notice: This message is being sent by Baker Tilly Virchow Krause, LLP. It is intended exclusively for the individuals and entities to which it is addressed. This communication, including any attachments, may contain information that is proprietary, privileged, confidential, including information that is protected under the HIPAA privacy rules, or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by email and delete all copies of this message. This message is protected by applicable legal privileges and is

11/15/2011

confidential.

11/15/2011



Village of Belleville, WI

CLIENT LIAISON:

Kevin Lord, P.E., R.L.S.
Phone: (800) 446-0679
Cell: (608) 712-2563
klord@msa-ps.com

DATE:

November 16, 2011

SERVICE DATES:

October 16 – November 12, 2011

**R00372008 – BELLEVILLE FAR WEST SIDE SANITARY SEWER INTERCEPTOR CRS
PHASE 600 – PROJECT A CONSTRUCTION SERVICES**

Marge Dresen provided continued follow up with Advance Construction to verify punchlist items were being completed.

**R00372039 – VILLAGE OF BELLEVILLE 2011 GENERAL ENGINEERING
PHASE 100 – GENERAL MUNICIPAL**

Marge Dresen attended the Public Works Committee meeting on October 24, 2011. The status of Village projects were reviewed as well as the upcoming lake dredging construction and pedestrian bridge alternatives.

Kevin Lord and Marge Dresen completed cost estimates and the project application for the Local Roads Improvement Program. The application was provided to the Village for signature and submittal to the County. The Village was anticipated to receive a grant of approximately \$20,000 for roadway work. The roadway work applied for was East Avenue from STH 92 to the northerly termini and one block of Pearl Street. The completed paperwork has to be submitted by summer of 2017 and a construction timeframe has not been established at the current time.

Kevin Lord worked with Jerry Butts to place "No Dumping" signs at the property corners at Village park areas, Village stormwater areas, and areas between private properties. The Green View neighborhood was completed and further areas are to be completed this fall. Kevin Lord researched recorded copies of the plats and located existing irons in the field where the signs were placed.

Following the placement of the "No Dumping" signs, Kevin Lord followed up with a concerned resident along Vorndran Drive. Kevin Lord met with the resident on November 2, 2011 and verified the existing irons of which the residents landscaping extended beyond. The owner was unaware the location of the property corners and was planning to correct the encroachment due to the anticipation of a fence in the future.

Ann Hirekatur worked with April to verify some calculations with the stormwater utility. A spreadsheet had corrupted formulas that was causing confusion with some of the billing. The issues were addressed as well as some of the questioned parcels with impervious surfaces.

PROJECT UPDATE

Kevin Lord discussed the option of utilizing some of the dredged spoil materials from the Lake project behind the existing public works facility. After discussion with Montgomery Associates, it was determined the anticipated material would not be useable for structural fill. Unless further permitting were requested it was also determined that the maximum amount of area for the fill would have to be contained within an area of 10,000 sf. It was decided that it is not worth the Village addressing additional permitting for material that may not be suitable fill material.

R00372040 – BELL WEST CONSTRUCTION RELATED SERVICES

MSA provided continued follow up with Darryl Fox with relation to punchlist items. Final inspection of the first phase of Bell West was completed. MSA provided the Village with a letter that described the lots that are complete and available for building permits based on the current construction completed.

R00372044 – BELLEVILLE STH 69-92 AND CTH PB CRS

MSA provided continued follow up with McGuire Construction with relation to punchlist items for the completion of the project. MSA completed a pay request for the work completed and submitted to the Village. A retainage is being held for the one-year warranty period. A substantial completion form has been signed and filed for the beginning of the one-year warranty period.

R00372045 – BELLEVILLE PUBLIC LIBRARY ACCESSIBILITY IMPROVEMENTS

Carter Arndt created existing and proposed floor plans and coordinated the scope of the project to finalize the work proposed. Carter was working directly with April on improvements and how the task orders should be completed.

FOCUS

brief 11.22.2011 • No. 22

For the first time in at least a decade, municipal operating spending in the state's 238 most populous cities and villages (excluding Milwaukee and Madison) declined in 2009. However, municipal debt rose faster than in any year since 2005. Partly reflecting less state aid, street and administrative expenses were cut to preserve public-safety spending.

Capitol notes

- Respected long-time Capitol journalist, Dick Wheeler, founder of *The Wheeler Report*, passed away recently at 67.
- Statewide school property tax levies are down 1% for 2011-12. This marks the first drop since 2006 (-0.5%), when state aids were increased to "buy down" levies.
- In a special election on Nov. 8, Jill Billings (D-La Crosse) was elected in the state's 95th assembly district, a seat formerly held by Sen. Jennifer Shilling (D-La Crosse).
- An analysis of political contributions found 29 people exceeded the annual \$10,000 state limit in 2010. Those violating the limit can be fined \$500, plus three times the amount by which the limit was exceeded. (Source: Wis. Democracy Campaign)
- The Special Olympics has been added to a list of charities to which one can make donations on their income tax return.
- State general fund tax revenues (adjusted) through October were up 3.7% from the same time last year. Only excise tax revenues (-3.4%) were below last year's collections to date.

Municipal spending down, debt up

Municipalities are again completing annual budgets, this time for 2012. Because of state budget problems since the late 1990s, many have faced annual declines in state aid. And since 2006, they have also had to contend with state-imposed limits on their annual property tax levies.

With municipalities facing this dual challenge of stagnant or falling state aid and restricted property tax growth, the obvious question is: Where are cities and villages finding money to fund services important to taxpayers? WISTAX's annual research on municipal finances in the state's 238 most populous cities and villages (excluding Milwaukee and Madison) finds the answer is two-fold. First, spending for services other than public safety is declining. And second, many municipalities are borrowing more.

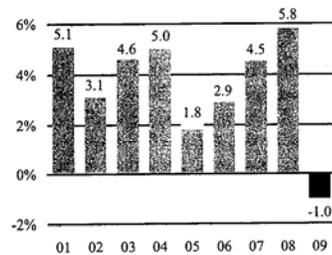
Spending Down

□ **Total.** For the first time in at least a decade, municipal operating expenditures in Wisconsin's largest cities and villages declined. In 2009 (the most recent year for which data are available), municipalities spent \$2.39 billion (b), down 1.0% from \$2.41b the prior year. As the chart (above, right) shows, annual changes in operating spending vary widely by year. However, since 2001, increases averaged 3.3% annually. Operating spending excludes debt service and capital payments.

Of 238 municipalities studied, nearly half spent less in 2009 than the year prior. This contrasts sharply with 2008, when only 44 communities (18.5%) reported lower spending.

Among those cutting spending in 2009, the median reduction was almost

Operating Spending Drops
Percent Change, 2001-09



4%. Of those increasing spending, the median increase was about 3%.

□ **Per Capita.** During 2005-08, per capita operating spending in the state's largest cities and villages grew an average of 3.9% annually. However, spending fell 1.3% in 2009, from \$849 to \$838 per person.

Public safety a priority

When reviewing municipal expenditures, the focus is often on four "basic" areas: government administration, street maintenance, fire/ambulance, and police. Combined, these four account for two-thirds of total spending for operations.

MunicipalFacts11

Figures presented here are based on WISTAX's databook on municipal finances, *MunicipalFacts11*. Originated 17 years ago, this project began through cooperative discussion between Alliance staff and selected municipal leaders. Calculations are based on unaudited municipal reports sent each year to the state Department of Revenue.

While spending statewide was down in 2009, cuts were largely reserved for administration and street expenses. Spending on public safety remained a priority.

□ **Police.** In municipal spending reports, law enforcement includes traffic patrol, criminal investigation, and other police activities. In 2009, the 238 cities and villages studied spent \$635.1 million (m), up 1.1% from \$627.9m in 2008. Per capita police spending was \$222, an increase of 0.8% over the prior year.

Police expenditures not only increased from 2008 to 2009, but also rose faster than all other major spending areas, except streets, during 2005-08 (see table, right). Spending per capita increased an average of 3.7% annually during that time, rising from \$198 to \$221.

□ **Fire/ambulance.** Like law enforcement, fire/ambulance spending statewide rose in 2009. Expenditures totalled \$402.3m vs. \$396.0m in 2008. Per capita fire spending climbed, from \$139 in 2008 to \$141. During 2005-08, per capita fire costs rose at an average rate of 3.4% per year.

While spending in this area increased statewide, fire/ambulance services were not immune from spending cuts in some communities. About 38% of the 238 cities and villages trimmed spending in 2009.

Public Safety Spending Up in 2009
Municipal Populations, 2,000 - 200,000

	Avg. Per Capita		Chg.	2009	08-09 Chg.
	2005	2008			
Spending:					
Gov. Adm.	\$75	\$82	3.2%	\$82	-0.5%
Streets	103	122	5.8	114	-7.2
Fire/Amb.	126	139	3.4	141	1.3
Police	198	221	3.7	222	0.8
Basic	502	564	4.0	559	-1.0
Oper.	756	849	3.9	838	-1.3
Revenues:					
Debt	1,336	1,448	2.7	1,503	3.8
Prop Tax.	430	487	4.2	505	3.7
Sh. Rev's.	142	141	-0.2	143	1.1

□ **Gov. admin. and streets.** Spending on both these areas fell in 2009. After averaging increases of 5.8% per year from 2005 through 2008, street spending per capita fell 7.2%. Government administration was down 0.5%. Nearly 74% of cities and villages reduced street spending in 2009, while more than half spent less on government administration.

Accumulating debt

Although municipal spending fell in 2009, borrowing rose more than in any year since 2005. Total outstanding general obligation (GO) debt increased from \$4.12b to \$4.29b, while statewide debt averaged \$1,503 per person.

The 2009 increase continues a general trend toward debt accumulation

among Wisconsin municipalities. Debt rose 3.8% in 2009, more than a point above the annual average during 2005-08 (2.7%).

Under state law, municipal GO debt is limited to 5% of total equalized (estimated fair-market) property value. Of communities studied, only four reported no debt, while nine were at 80% or more of their state limit. Over half of cities and villages carried debt that was less than 40% of their limits.

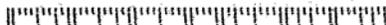
A closer look

Among individual municipalities, spending varied considerably. Per capita operating spending were highest in Lake Delton (\$3,870) and Wisconsin Dells (\$2,399), both resort communities whose populations swell in summer months. Three municipalities—Howards Grove, Rochester, and Redgranite—spent less than \$300 per capita.

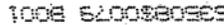
Per capita operating expenditures also varied by municipal size. Of communities with populations in the top 25% of municipalities studied (12,600 or more), operating spending averaged \$866. This compared to \$807 for communities with populations in the bottom 25% (less than 3,300). More populous cities and villages also tended to spend more per capita on police and fire services, reflecting the use of full-time staff.

EST. Belleville = \$640.65 - 2010

Focus is published by the Wisconsin Taxpayers Alliance, 401 N. Lawn Ave., Madison, Wisconsin, three times monthly for three spring months and semi-monthly during other months. Subscriptions are \$54.97 for one year and \$109.97 for three years. WISTAX contributors of \$89 or more receive a free copy. Media is encouraged to quote contents, with credit to WISTAX. Electronic reproduction or forwarding is prohibited, unless permission is granted. Send requests to www.wistax.org. In accordance with IRS regulations, WISTAX financial statements are available on request.



3212 Focus #22-11 11/30/2011
VILLAGE OF BELLEVILLE
PO BOX 79
BELLEVILLE WI 53508-0079



Want to know how your village or city compares to others in Wisconsin? WISTAX's annual *Municipal Facts* book details per capita expenditures by category for 238 of the state's largest villages and cities. Over 100 pages long, the book also offers information on community incomes, property values, indebtedness, and property taxes. \$15.95 plus tax, with discounts for WISTAX members. Contact information above.

Municipal Facts 11

Wisconsin Taxpayers Alliance
401 North Lawn Avenue • Madison, WI 53704-5033
608.241.9789 • www.wistax.org
Address Service Requested



Nonprofit Org.
U.S. Postage
PAID
Madison, WI
Permit No. 271