

PART V PUBLIC AND PRIVATE UTILITIES

Chapter 50 CABLE TELEVISION AND TELE COMMUNICATIONS

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50.01 Grant Vacationland Cablevision, Inc. authority for 15 years to operate

A. AN ORDINANCE; granting unto Vacationland Cablevision, Inc., a corporation organized under the laws of the State of Wisconsin, its successors and assigns, the right, franchise and authority for a period of fifteen (15) years, from and after the adoption hereof, to acquire, construct, and operate a cable television, or community antenna television system, and to sell and supply to individuals, firms, and corporations, public and private, at any and all places, within the corporate limits of the Village of Lake Delton, as said limits now are or hereafter at any time may be established, audio and video communications services; prescribing the terms and conditions thereof; and providing for the imposition and collection of a franchise fee.

B. Be It Ordained by the Village Board of the Village of Lake Delton, Wisconsin, that:
50.01. Vacationland Cablevision, Inc., a corporation organized under the laws of the State of Wisconsin, its successors and assigns, (hereinafter collectively referred to as "Grantee"), be and it is hereby granted and vested with the right, franchise and authority for a period of fifteen (15) years, from and after the adoption hereof, to acquire, construct, and operate a cable television, or community antenna television system, and to sell and supply to individuals, firms, and corporations, public and private, at any and all places, within the corporate limits of the Village of Lake Delton, as said limits now are or hereafter at any time may be established, audio and video communications services, subject to the conditions and restrictions as hereinafter provided.

50.02 General provisions for providing audio and video communications services

A. The Village of Lake Delton, Wisconsin (hereinafter referred to as "Village") grants to Grantee, subject to the provisions herein, the right to erect, install, construct, reconstruct, replace, repair, maintain, and operate in or upon, under, above, across, and from the streets, avenues, highways, sidewalks, bridges, and other public ways, easements, rights of way, and lands, as now existing and all extensions thereof and additions thereto, in the Village, all equipment, facilities, appurtenances, and apparatus of any nature, for the purpose of receiving, amplifying, transmitting, and distributing electrical and electronic energy, pictures, sounds, signals, impulses, and communications, unidirectional, and multi-directional of any nature and description, audio

and video, embracing any and all of the frequencies of the electro-magnetic spectrum, by studios, cameras, projectors, recorders, antennas, transmitters, microwaves, wires, cables, coaxial cables, and wave guides, and to otherwise engage in the business, services, and activities generally known as, and practices now and in the future by, cable television systems providing audio and video communications services, in accordance with the laws of the United States of America, the State of Wisconsin, and the Village.

B. This franchise shall not be exclusive and shall not restrict in any manner the Village Board, or any other governing body of the Village in the exercise of any regulatory power which it now has or which may hereafter be authorized or permitted by the laws of the State of Wisconsin.

C. The Grantee shall at all times during the term of this franchise conform with, submit to, and carry out any and all ordinances relating to any person, firm, or corporation furnishing audio and video communications services by cable television to the Village or its inhabitants now in force or that may hereafter be enacted.

D. Grantee shall obtain suitable surety or liability bond in the amount of \$10,000.00 payable to the Village, which shall be forfeited in the event of default of construction of the system contemplated under this Ordinance. Said bond shall not be allowed to lapse without prior notice to and approval from the Village.

50.03 Service provision

A. Grantee shall provide installation (which shall include all external wiring required for the building and all internal wiring for the connection of one outlet) and cable services without charge to all public and private, primary and secondary schools and all municipally-owned buildings located within the Village. Service shall be provided on a color capable line and improvements shall be made as technology permits to serve properly the schools and municipal buildings.

B. Grantee shall provide an emergency warning system so that emergency information may be given simultaneously on all channels of Grantee's cable television system, and during an emergency, Grantee shall allow proper Village officials the complete use of its cable television system.

C. Grantee shall provide as part of its cable television service the signals of all television broadcast signals generally available off-the-air to residents in the Village and a number of additional television signals consistent with the rules and regulations of the Federal Communications Commission and all other applicable laws, rules, or regulations. Grantee may provide such automated video services and such audio services as it wishes and as are consistent with the terms of this Ordinance.

D. Grantee shall provide cable casting originated by it on one or more channels, which it on one or more channels, which shall designate for such purpose. Grantee shall use its best efforts to present programming which deals with the needs and interests of the Village and its citizens.

Grantee shall maintain the necessary studio, facilities, and equipment to produce and transmit such programming.

E. Grantee shall allow cable channel use by the Village for whatever lawful, noncommercial purposes the Village may determine. Grantee shall not charge for the use of such channel, except as required in the future by the regulations of the Federal Communications Commission. Grantee shall make no per-channel or per-program charge of any kind to any subscriber for the privilege of receiving the channel designated for use by the Village.

F. Grantee shall allow cable channel use by any and all recognized educational authorities located in the Village, both public and private, for such instructional and educational purposes as they may determine. Grantee may establish rules prohibiting the presentation on this channel of any advertising material designed to promote the sale of commercial products or services, (including advertising by or on behalf of candidates for public office), lottery information, and obscene and indecent matter. A public record may be kept of all persons or groups requesting access to such channel. Grantee shall not charge for the use of such channel, except as required in the future by the regulations of the Federal Communications Commission. Grantee shall make no per-channel or per-program charge of any kind to any subscriber for the privilege of receiving the channel designated for use by the educational authorities. Expansion of this channel shall follow the guidelines established by the Federal Communications Commission. In the event that this shall be in use during eighty (80) percent of the weekdays (Monday-Friday) for 80 percent of the time during any consecutive three-hour period for six consecutive weeks, Grantee shall make a new channel available within six months for any or all of the uses and under the conditions specified in this Section.

G. Grantee shall not televise, tape, or in any way reproduce or show to the general public any school activity, either as a public service or as a commercial activity, without the prior approval of the schools involved.

H. Grantee shall allow the Village and recognized educational authorities located in the Village, both public and private, to use its studio and other production facilities, equipment, and materials on reasonable notice, at reasonable times and at a reasonable share, if any. Grantee shall provide at no charge such technical assistance as may be reasonably required in the production of instructional, educational, and civic programs.

I. Grantee shall allow cable channel use by groups and individuals for noncommercial purposes on a first-come, nondiscriminatory basis, together with equipment and facilities reasonably necessary for the production of programming on such channel. Grantee shall make no charge for use of such channel, but may make a reasonable charge for production costs, if any, which are incurred by it. Grantee may establish rules providing for access to the public channel on a first-come, nondiscriminatory basis, prohibiting the presentation of any advertising material designed to promote the sale of commercial products or services (including advertising by or on behalf of candidates for public office), lottery information, and obscene or indecent matter. A public record may be kept of the names and addresses of all persons or groups requesting access time. Grantee shall make no per-channel or per-program charge of any kind to any subscriber for the privilege of receiving the channel(s) designated for public access.

J. Grantee may lease channel space to any organization, group, or individual at a reasonable charge. Grantee may adopt rules governing the leasing of channel space which provide for access time on a first-come, nondiscriminatory basis, prohibit the presentation of lottery information and obscene and indecent matter, require sponsorship identification, specify an appropriate rate schedule, and permit public sponsorship inspection of a record of the names and addresses of all persons or groups requesting time.

K. Grantee shall maintain an office or a designated agent within the community or neighboring community for the purpose of receiving, investigating, and responding to service complaints from subscribers. Grantee shall make every reasonable effort to resolve any and all complaints to the satisfaction of the subscriber. Upon receipt by the Village of a complaint against the company, the Village Board shall investigate the matters alleged in the complaint and thereafter may order the company to take such actions consistent with the law as may be necessary to satisfy the complaint.

L. On or before April 1 of each year Grantee shall pay to the Village, a franchise fee of two percent (2%), to be approved by the Federal Communications Commission pursuant to the issuance of a Certificate of Compliance to Grantee. The franchise fee shall be based on Grantee's gross subscriber receipts for cable television operations in the Village for the preceding calendar year. No other fee, charge, or consideration shall be imposed.

M. Grantee shall keep complete records of accounts showing dates and payments received, and shall furnish an annual accounting by a Certified Public Accountant to the Village on the payment date as above provided. The Village Board shall have the right, power, and authority to inspect the monthly service charge records of the Grantee at the premises of the Grantee during the business hours of any work day, or at any other reasonable time and place providing Grantee is given no less than seven days notice.

N. Payments of compensation made by Grantee to the Village pursuant to the provisions of this Ordinance shall not be considered in the nature of a tax but shall be in addition to any and all taxes which are now or hereafter required to be paid by any law of the United States, the State of Wisconsin, or the Village.

50.04 Subscriber rates and service agreement provisions

A. Grantee shall have the right to prescribe service rules and regulations for the conduct of its business with its subscribers and service users, not inconsistent with the provisions of this franchise or with the rules and regulations of the Federal Communications Commission, and other applicable laws, rules, and regulations. Grantee shall submit to the Village the form of its service agreement between Grantee and its subscribers and channel users, shall furnish the Village a full schedule of its charges to be paid by subscribers before soliciting for subscribers within the Village, and shall furnish the Village any amendments or alterations in the service agreement or schedule of charges.

B. (handwritten note on original ordinance: De-regulation authorized 3/8/82)

1. The following rates and charges for installation, moving, or disconnection of equipment and for basic monthly cable television service, exclusive of sales tax are hereby approved as follows:

Installation charge	\$15.00
Basic monthly service charge	8.60
Relocation or reconnection charge	7.50
Additional outlet installation	7.50
Additional outlets	1.95

A current schedule of rates will be kept on file with the Village Clerk.

2. For the purposes of this section, “basic monthly cable television service” is the provision of television broadcast signals and access and origination channels, if any, and does not include advertising services, rental of studios or equipment, provision of program production services, per-channel or per-program charges to subscribers (“pay cable”), rental of channels, sale of channel time, provision of commercial services such as security systems, or any other services of the system, the rates and charges for which shall not require approval by the Village.

3. Upon successful installation of an earth station, it shall provide a written report to the Village Clerk of Lake Delton stating that the earth station is ready for operation. If the village certifies the earth station is operational and providing service to its subscribers, then section 21 shall be amended to provide for deregulation of basic monthly service charge.

4. Company shall have the right to change the rates for basic monthly cable television service without approval of the Village Board, provided any increase in the Consumer Price Index as determined by the Bureau of Labor Statistics since the most recent increase. Should Company wish to increase rates beyond the Consumer Price Index increase, such approval shall rest with the Village Board. Such approval will be given only if Company proves that the increase will result in improved cable television service to the Community or permit Company a fair rate of return on its investment.

5. Before approving such increases, the Village Board shall hold a public hearing thereon and shall cause to be published for two consecutive weeks in the Wisconsin Dells Events a public notice setting forth the proposed rates and charges and the date, time and place of the public hearing. At such public hearing, any interested party shall have the right to give testimony and present evidence on the rates and charges proposed.

6. Before instituting an increase equal to or less than the Consumer Price Index increase, Company will furnish to the Village Board a copy of the new rates and charges, as well as information regarding Bureau of Labor Statistics figure on the Consumer Price Index. Such notification shall precede any increase by not less than thirty (30) days and not more than sixty (60) days.

50.05 Technical construction and operations provisions

A. Grantee shall, during the period of this Ordinance, furnish reasonable, adequate, and efficient cable television reception service to the residents of the Village wherever possible, and Grantee shall maintain its system in reasonable repair and working order and provide adequate facilities for such maintenance.

These requirements shall be temporarily suspended in the event of natural disaster or emergency conditions or other circumstances beyond the reasonable control of Grantee.

B. Grantee's plant and equipment, including the antenna site, head-end, distribution system, towers, structures, poles, wires, underground cable, and appurtenances shall be installed in accordance with good engineering practices, and shall be located, erected, constructed, reconstructed, replaced, removed, repaired, maintained, and operated so as not to endanger or interfere with the lives of persons or to interfere with the improvements the Village may deem proper to make, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic to public ways, places, and structures. Erection, installation, construction, replacement, removal, repair, maintenance, and operation of the system shall be in accordance with the provisions of the National Electrical Code of the National Board of Fire Underwriters and National Electric Safety Code (outside work) and such applicable laws of the State of Wisconsin and applicable ordinances of the Village which may now be in effect or enacted in the future. All installations shall be of a permanent nature, durable, and maintained in a safe, suitable, and substantial condition, in a good order and repair.

C. Grantee's cable television system shall meet technical standards of the Rules and Regulations of the Federal Communications Commission, and Grantee shall perform the periodic tests and make the measurements specified in such Rules. The system shall be so designed, engineered and maintained by Grantee so as not to interfere with the television and radio reception of residents of the Village who are not subscribers to its services.

D. The Village hereby grants the right, privilege, and authority to Grantee to lease, rent, or in any other manner obtain the use of poles with overhead lines, conduits, trenches, ducts, lines, cables, and other equipment and facilities from any and all holders of public licenses and franchises within the corporate limits of the Village, and to use such poles, conduits, trenches, ducts, lines, and cables in the course of its business. Grantee shall install its cables on existing poles owned by other holders of public licenses and franchises within the corporate limits of the Village whenever possible for the installation of its cable. When installation of cable on poles is not possible, or when the holders of another public license or franchise have installed underground cable, then in that event, unless the Village Board shall otherwise decide, the cable used by Grantee shall be installed underground. Grantee shall only be allowed to erect its own poles upon receiving the permission of the Village Board to do so.

E. The Village shall retain and hereby does retain the right to utilize the existing poles for future Village use, and to require removal of the cable by Grantee where existing poles are not sufficient to adequately handle the proposed Village use and Grantee's cable.

F. Grantee shall be required to conform to all present Village codes, including but not limited to plumbing and electrical codes and any ordinance providing for the manner and method of cutting streets, excavations in the right of way, bad fills, etc. Grantee shall restore all property of the Village and of the inhabitants thereof to its original condition after the installation of either overhead or underground cable.

G. Grantee shall hold the Village harmless from any damage, which Grantee's cable, equipment, or other integral parts of its system may cause as a result of any action by any Village employee when carrying out said employee's duties.

H. All transmission and distribution structures, lines, and equipment erected by Grantee within the Village shall be so located as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys, or other public ways and places.

I. In case of any disturbance of pavement, sidewalk, driveway, or other surfacing, Grantee shall, at its own cost and expense and in a manner approved by the Village Engineer, replace and restore all paving, sidewalk, driveway, or surface of any street or alley disturbed, in as good a condition as before said work was commenced.

J. If at any time during the period of this Ordinance, the Village shall elect to alter, or change the grade of any street, alley, or public way, Grantee, upon reasonable notice by the Village, shall remove, relay, and relocate its poles wires, cables, underground conduits, manholes, and other fixtures at its own expense.

K. Grantee shall not place poles or other fixtures when the same will interfere with any gas, electric, or telephone fixtures, water hydrant or main, and all such poles or other fixtures placed in any street shall be placed at the outer edge of the sidewalk and inside the curb line, and those placed in alleys shall be placed close to the line to the lot abutting on said alley, and then in such a manner as not to interfere with the usual travel on said street, alleys, and public ways.

L. Grantee shall, on 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. The expense of such temporary removal, raising, or lowering of wires shall be paid by the person requesting the same and Grantees shall have the authority to require such payment in advance. Grantee shall be given not less than five days advance notice to arrange for such temporary wire changes.

M. Grantee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks, and public places of the Village so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee, all trimming to be done under the supervision and direction of the Village and at the expense of the Grantee.

N. Any opening or obstruction in the streets or other public ways made by the Grantee in the course of the construction, operation, or removal of cable installation shall be guarded and protected at all times by the placement of adequate barriers, fences, or boarding, the bound of which during period of dusk and darkness shall be clearly designated by warning lights. Grantee shall whenever it is deemed necessary by the Village Engineer install such steel plates as may be necessary to allow a public roadway to remain open while Grantee is in the course of the construction, operation, or removal of cable television.

O. Upon termination of this franchise, Grantee shall remove its poles, cable television transmission and distribution system, and other appurtenances from the streets and sidewalks in the Village, when ordered to do so by the Village, and shall restore such streets and sidewalks to their original condition.

50.06 Performance provisions

A. If Grantee shall fail to comply with any of the provisions of this franchise, or default in any of its obligations hereunder, except for causes beyond the reasonable control of Grantee, and shall fail within thirty (30) days after written notice from the Village to commence and, within a reasonable time, complete the correction of such default or noncompliance, the Village Board of the Village shall have the right to revoke this franchise and all rights of Grantee hereunder. In the event Grantee shall be adjudicated bankrupt or placed in receivership, the Village may declare the franchise herein granted forfeited and hereunder terminated.

B. Grantee shall apply to the Federal Communications Commission for a Certificate of Compliance within a reasonable period (not exceeding 90 days) from the date of this Ordinance. Within one year of the grant of such Certificate by the FCC, Grantee shall complete significant construction of the basic trunk line, and within two years, Grantee shall complete installation of its entire system. Grantee shall be entitled to a reasonable and sufficient extension of the schedule specified herein in the event of a legal challenge or threat of such challenge to the ability of Grantee to provide on its cable television system broadcast signals not available off-the-air in the Village, and in the event construction is delayed by acts of God, earthquake, lightning, flood, fire, explosion, vandalism, strikes or other industrial disturbances, riots or other civil disturbance, late delivery of equipment, supplies, or machinery by suppliers, late performance by suppliers or services, or other similar causes reasonably beyond Grantee's control.

50.07 Protect the Village from harm and liability

Grantee shall at all times defend, indemnify, protect, and save harmless the Village and its political subdivisions from and against any and all liability, losses, and physical damage to property and bodily injury or death to the Village or to persons, including payments made under workmen's compensation laws, which may arise out of or be caused by the erection, construction, replacement, removal, maintenance, and operation of Grantee's cable television system, and resulting from or by any negligence, fault, or misconduct on the part of the Grantee, its agents, officers, servants, and employees. Grantee shall carry public liability insurance in the amounts of no less than \$100,000/\$300,000 \$100,000 per person & \$300,000 per occurrence personal injury and \$100,000 property damage per occurrence, for the protection of itself and the Village and its political subdivisions. Grantee shall hold the Village and its political subdivisions harmless against damages resulting from legal action which may be brought against it in connection with the establishment and/or operation of Grantee's cable television system in the Village, and shall defend at its expense any action brought against the Village and its political subdivisions by reason of the erection, construction, replacement, removal, maintenance, and operation of Grantee's cable television system. Grantee shall also carry Workmen's Compensation Insurance coverage on its employees who are engaged in any manner in the erection, construction, replacement, repair, maintenance, and operations of Grantee's plant and equipment.

Grantee shall be notified of any claim, demand, or action brought against the Village or its political subdivisions for which the Village or its political subdivisions may seek reimbursement or defense as provided hereunder, and the Village of its political subdivisions shall not settle, capitulate, or admit any such claim, demand, or action.

50.08 Grantee shall not prefer or give any entity advantage

Grantee shall not, as to rates, charges, service facilities, rules, regulations, or in any other respects, make or grant any preference or advantage to any person nor subject any person to any prejudice or disadvantage; provided, however, this Section shall not be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer coming within such classifications shall be entitled.

50.09 Approval required to sell or transfer system or franchise

Grantee shall not sell, transfer, or encumber its system or this franchise, without first securing approval of the Village Board.

50.10 Comply with Federal Communications Commission rules and any other laws

Grantee shall at all times comply with all rules and regulations of the Federal Communications Commission or any duly authorized agency of the United States of America, and all laws duly enacted now or hereafter by the United States Congress or Wisconsin General Assembly. This Ordinance shall be conformed, within one year of their date of adoption, to any and all rules and regulations relating to the permissible terms of cable television franchises that may hereafter be adopted by the Federal Communications Commission.

50.11 Accept terms and agreement of franchise entirely

Grantee agrees by the acceptance of this franchise that it will not at any time set up against the Village in any claim of preceding any condition or term of the franchise as unreasonable, arbitrary, illegal, or void or that the Village had not power or authority to make such term of condition, but shall be required to accept the validity of the terms and conditions of the franchise in the entirety.