

CHAPTER 20

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[NOTE: This Ordinance renewed by Ordinance # 88.001 enacted 3/10/88]

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20.01 RIGHT TO ERECT AND OPERATE CABLE TV. In consideration of the faithful performance and observance of the conditions and reservations hereinafter specified, and the further consideration hereinafter mentioned, the right is hereby granted to Vacationland Cablevision, Inc., a Wisconsin corporation, its successors or assigns, whether corporation or an individual, hereinafter referred to as "the Company" the right to erect, maintain, and operate television transmission and distribution facilities and additions, thereto, in, under, over, along, across, and upon the streets, lanes, avenues, sidewalks, alleys, bridges, and other public places in the Village of West Baraboo, Wisconsin, and subsequent additions thereto, for the purpose of transmission and distribution of audio and visual impulses and television energy in accordance with the laws and regulations of the United States of America, and the State of Wisconsin, and the ordinances and regulations of the Village of West Baraboo, for a period of 15 years.

20.02 PAYMENT TO VILLAGE. During the term of this franchise, the grantee shall pay to the Village of West Baraboo \$100 upon the grant hereto, and 1% of the gross subscriber receipts from residents of the Village annually on or before April 15 for the 12 months ending the preceding December 31.

20.03 TV DEFINED. Wherever used in this ordinance, the word "television" shall mean a system for transmission of audio signals and/or visual images by means of electrical impulses.

20.04 AUTHORITY TO USE OTHER FACILITIES. There is hereby granted the further right, privilege, and authority to the Company to lease, rent, or in any other manner obtain the use of towers, poles, lines, cables, and other equipment, the facilities from any and all holders of public licenses and franchises within the corporate limits of the Village of West Baraboo, including the Telephone Company and Power & Light Company, and use of such towers, poles, lines, cables, and other equipment and facilities, subject to all existing and future ordinances and regulations of the Village. The poles used for the Company's distribution system shall be those erected and maintained by the Telephone Company or the Power & Light Company, when and where practicable, providing mutually satisfactory rental agreements can be entered into with said companies.

20.05 PLACEMENT OF POLES SUBJECT TO VILLAGE APPROVAL. The Company shall have the right to erect and maintain its own poles, as may be necessary for the proper construction and maintenance of the television system, iwth the approval of locating poles by the Village Board.

(1) The Company's transmission and distribution system poles, wires, and appurtenances shall be located, erected, and maintained so as not to endanger or interfere with the lives of persons, or to interfere with new improvements this Village may deem proper to make, or to unnecessarily hinder or obstruct the free use of the streets, alleys, bridges, or other public property; removal of poles to avoid such interference will be the Company's expense.

(2) Construction and maintenance of the transmission distribution system shall be in accordance with the provisions of the National Electrical Safety Code, prepared by the National Bureau of Standards, the National Electrical Code of the National Board of Fire Underwriters, and such applicable ordinances and regulations of the Village of West Baraboo and State of Wisconsin, affecting electrical installations which may be presently in effect, or changes by future ordinances.

(3) All installations of equipment shall be of permanent nature, durable, and installed in accordance with good engineering practice, and of sufficient height to comply with all existing Village regulations, ordinances, and state laws so as not to interfere in any manner with the right of the public or individual property owner, and shall not interfere with travel and use of public places by the public and during the construction, repair, or removal thereof, shall not obstruct or impede traffic.

20.06 MAINTENANCE AND SAFE OPERATION REQUIRED. In the maintenance and operation of its television transmission and distribution system in the streets, alleys, and other public places, and in the course of any new construction or addition to its facilities, the Company shall proceed so as to cause the least possible inconvenience to the general public; any opening or obstruction in the streets of public places made by the Company in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by red warning lights.

20.07
COOPERATION BY OWNERS OF OTHER FACILITIES INTENDED. It is the stated intention of the Village of West Baraboo that all other holders of public licenses and franchises within the corporate limits of the Village shall cooperate with the Company to allow the Company's joint usage of their poles and pole line facilities wher-

ever possible or wherever such usage does not interfere with the normal operation of said poles and pole line so that a number of new or additional poles constructed by the Company within the Village may be minimized. Such cooperation shall include the rights of joint usage at reasonable rates and on reasonable terms.

20.08 VILLAGE HAS FREE USE OF COMPANY'S POLES. The Company shall grant to the Village, free of expense, joint use of any and all poles owned by it for any proper municipal purpose acceptable to the Company, insofar as it may be done without interfering with the free use and enjoyment of the Company's own wires and fixtures, and the Village shall hold the Company harmless from any and all actions, causes of action, or damage caused by placing of the Village's wires or appurtenances upon the poles of the Company. Proper regard shall be given to all existing safety rules governing construction and maintenance in effect at the time of construction.

20.09 INJURIES AND DAMAGE - INDEMNIFICATION BY COMPANY; INSURANCE REQUIRED. The Company shall indemnify, protect, and save harmless the Village from and against losses and physical damages to property, and bodily injury or death to persons, including payments made under any Workmen's Compensation Law, which may arise out of or be caused by the erection, maintenance, presence, use or removal of said attachments on poles within the Village, or by any act of the Company, its agents or employees. The Company shall carry insurance to protect the parties hereto from and against all claims, demands, actions, judgments, costs, expenses, and liabilities which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The amount of such insurance against liability due to physical damages to property shall not be less than \$10,000 as to any one accident and not less than \$100,000 aggregate in any single policy year; and against liability due to bodily injury or to death of persons not less than \$100,000 as to any one person and no less than \$300,000 as to any one accident. The Company shall also carry such insurance as it deems necessary to protect it from all claims under the Workmen's Compensation Laws in effect that may be applicable to the Company. All insurance required by this Agreement shall be and remain in full force and effect for the entire life of this Agreement.

20.10 CABLE NOT TO CAUSE INTERFERENCE. Installations shall be maintained so as not to interfere with TV reception already in existence.

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20.11 FREE HOOK-UP FOR SCHOOLS. The Company will provide a free hook-up to the system and free use of the services to all schools in the Village.

20.12 MAXIMUM RATES FOR CABLE SERVICE. The Company shall charge not more than the following rates for cabletelevision service to subscribers:

Installation	\$15.00
Monthly Service	\$ 5.95
Relocation	\$ 5.00
Additional Outlets	
Installation (each)	\$ 5.00
Monthly Service	\$ 1.95

These rates may not be altered without the approval of the Village Board given after a public proceeding with prior notice to all residents of the Village.

20.13 COMPANY OFFICE OR AGENT WITHIN VILLAGE REQUIRED; COMPLAINTS. The Company shall maintain an office or a designated agent within the Village or within a neighboring community for the purpose of receiving,investigating and responding to complaints from subscribers. Upon receipt by the Village Board of a complaint against the Company, the Board shall investigate the matters alleged in the complaint and thereafter may order the Company to take such actions consistent with law as may be necessary to satisfy the complaint.

20.14 INVALIDITY OF PART NOT TO AFFECT WHOLE ORDINANCE. If any section, sentence, clause, or phrase of the ordinance is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the ordinance and any portions in conflict are hereby repealed.

20.15 FCC APPLICATION REQUIRED AND SERVICE TIMETABLE. The Company shall apply to the Federal Communications Commission for a certificate of compliance within a reasonable period (not exceeding 180 days) from the date of this ordinance. Within one year of the grant of such certificate by the FCC, the Company shall complete significant construction of its basic trunk line; within each year thereafter, if not sooner, the Company shall extend energized trunk cable to at least 20 percent of the Village area. The Company shall be entitled to a reasonable extension of the schedule specified herein in the event construction is delayed by acts of God, earthquake, lightning, flood,fire, explosion, vandalism, strikes or other industrial disturbances, riots or

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other civil disturbances, late delivery of equipment, supplies or machinery by suppliers, late performance by suppliers of service, or other similar causes reasonably beyond the Company's control.

20.16 EFFECTIVE DATE. This ordinance shall take effect upon passage and publication, to wit; March 8, 1973.

20.17 CONFORMANCE WITH FCC RULES. Within one year of adoption by the FCC of any applicable modifications or additions to its rules and regulations relating to the terms of cable television franchises, this franchise shall be conformed to the new rules and regulations.