

CHAPTER 23

CABLE TV FRANCHISE

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23.01 DEFINITIONS. For the purpose of this chapter, the following terms, phrases, words and other derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and the words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

(1) **CABLE TELEVISION SYSTEM OR CATV SYSTEM OR SYSTEM.** A system of coaxial cables or other electrical conductors and transmission equipment used, or to be used, primarily to receive television or radio signals directly or indirectly off the air and other related services and transmit such signals to a subscriber for a fee.

(2) **CITY.** The City of Clintonville.

(3) **COMMUNITY ANTENNA TELEVISION SYSTEM OR CATV SYSTEM OR SYSTEM.** Any facility that, in whole or in part, receives directly or indirectly over the air and amplifies or otherwise modifies the signals transmitting programs broadcast by one or more television or radio stations and distributes such signals by wire or cable to subscribing members of the public who pay for such service, but such term shall not include any such facility that serves fewer than 50 subscribers or any such facility that serves only the residents of one or more apartment dwellings under common ownership, control or management, and commercial establishments located on the premises of such an apartment house.

(4) **COUNCIL.** The Council of the City.

(5) **FCC.** The Federal Communications Commission and any legally appointed or elected successor.

(6) **GRANTEE.** Anyone who is granted a permit by separate ordinance in accordance with the provisions of this chapter.

(7) **NATIONAL ELECTRICAL CODE.** That code as sponsored by the National Fire Protection Association under the auspices of the American National Standards Institute, with the purpose of the code being detailed in Sec. 90-1, and the scope of the code as outlined in Sec. 90-2, of the National Electrical Code and any subsequent amendments thereto.

(8) **PERSON.** Any person, firm, partnership, association, corporation, company or organization of any kind.

(9) **STREET.** The surface of and the space above and below any public street, road, highway, freeway, right of way, easement, alley, court, sidewalk, parkway, drive or other public property hereafter existing as such within the City, including those areas dedicated for any of the above described purposes.

23.02 FRANCHISE REQUIRED. It shall be unlawful for any person to construct, install or maintain within any public street in the City, or within any other public property of the City, or within any privately owned property within the City which has not yet become a public street but is designated or delineated as a proposed public street on the City's official map or on any tentative subdivision map approved by the City any equipment or facilities for distributing any television signals or radio signals through a cable television system unless a franchise authorizing the use of such street or property or area

has first been obtained pursuant to the provisions of this chapter, and unless such franchise is in full force and effect.

23.03 PROCEDURE FOR GRANTING.

(1) REVIEW OF QUALIFICATIONS. The Council may grant a franchise for the operation of a community antenna television and audio communication system under the provisions of this chapter to any grantee after a review of the legal, character, financial, technical and other qualifications for the grant of such franchise as determined by said Council, and the adequacy and feasibility of the grantee's construction arrangements. Determinations by the Council regarding such qualifications shall be made and determined as part of a full public proceeding, including a public hearing, by the Council prior to the grant of any franchise.

(2) SUBMISSION OF PROPOSAL REQUIRED. Any person seeking a franchise hereunder shall submit a proposal to the Clerk, providing full, complete and detailed responses to any information required by the City to aid the Council in reviewing the qualifications set forth in sub. (1) above.

(3) PUBLIC HEARING. Any public hearing required hereunder shall be held by the Council at a regular or special meeting thereof held in compliance with the open meeting law, Ch. 19, Subch. IV, Wis. Stats.

(4) GRANT OF AUTHORITY. Any franchise granted hereunder by the Council pursuant to this chapter shall give the grantee 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 extensions thereof, and additions thereto in the City poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the City of a CATV System for the interception, sale and distribution of television and radio signals. Such rights and privileges, however, shall be limited by all rules, regulations and prohibitions contained in this chapter.

(5) ACCEPTANCE OF FRANCHISE. The grantee of any franchise hereunder shall, within 30 days of the granting of the franchise, acknowledge in writing that:

(a) Grantee accepts the award of the franchise.

(b) Grantee acknowledges that it has not been induced to accept the franchise by any understanding, promise or other statement, whether verbal or written, by or on behalf of the City concerning any term or condition of this franchise that is not included in this chapter.

(c) Grantee acknowledges by the acceptance of the franchise that it has carefully read this chapter and that it is willing and does accept all the obligations of the chapter and further agrees that it will not set up as against the City the claim that any provision of this chapter and any franchise granted hereunder is unreasonable, arbitrary, invalid or void.

(d) That grantee has secured the necessary policies of insurance required by this chapter and files therewith a copy of said policy.

23.04 TERMS OF FRANCHISE.

(1) INITIAL TERM. Upon the grant and acceptance of a franchise, in accordance with the provisions of this chapter, such franchise shall take effect and shall continue in full force and effect, subject to termination for cause, for a term of 15 years.

(2) RENEWAL. Any franchise granted hereunder may be renewed by the Council for an additional term of 10 years. At least one year prior to the expiration of the initial franchise terms, the grantee shall notify the Council, in writing, of its intent to seek renewal of the franchise. Upon receipt of such notice the Council shall schedule a public meeting with the grantees to review franchise performance, plans, prospects and proposed amendments to the rules or regulations imposed upon the franchise. The Council shall, after such meeting or meetings, order a public hearing as required in the granting of an initial franchise and thereafter may renew any franchise upon the same or different terms, conditions, regulations and prohibitions as are determined by the council to be in the public interest.

(3) PERIODIC FRANCHISE REVIEW. In addition to any other regulations contained herein, the Council may, on or about every third anniversary of the effective date of the franchise, schedule a public meeting or meetings with any grantee to review the franchise performance, plans and prospects. The City may require the grantee to make available specified records, documents and information for this purpose. The Council shall confer with the grantee regarding modifications in the franchise which might impose additional obligations on the grantee, and the grantee may, in turn, seek to negotiate relaxations in any requirements previously imposed on it subsequently shown to be impractical. In addition to the reviews hereby permitted, this review procedure may be initiated at any time during the term of the franchise by mutual agreement of the Council and the grantee. Any changes in this chapter which are mutually agreed upon shall be passed into law by the Council and accepted in the manner prescribed in sec. 23.03(2) of this chapter.

23.05 TERMINATION FOR CAUSE.

(1) POWER TO TERMINATE. The Council may terminate any franchise granted pursuant to the provisions of this chapter in the event of the willful failure, refusal or neglect by grantee to do or comply with any material requirement or limitation contained in this chapter, applicable State regulations or FCC rules and regulations.

(2) PROCEDURE FOR TERMINATION.

(a) Whenever any of the above mentioned circumstances occur or exist, the Council may direct an appropriate officer, agent or employee of the City to make written demand upon the grantee that the grantee do or comply with any aforementioned requirement, limitation, term, condition, rule or regulation. The written notice shall direct that such action or compliance occur within 30 days of the date of the written demand and, if the same does not occur, the Council will act to terminate the franchise.

(b) After such 30 day period and upon the refusal, failure or neglect of grantee to comply with the requirements set forth in the written demand, the Council may summon the grantee to appear before it at a regular or special meeting for the purpose of holding a public hearing to determine whether such franchise shall be terminated. Such summons shall be served upon the grantee at least 10 days prior to the date for such regular or special meeting. Upon the completion of testimony at such hearing, the Council shall determine whether any act, failure, refusal or neglect by the grantee occurred with or without just cause. If just cause exists for such act, failure, refusal or neglect, the Council may order a reasonable time within which compliance may occur. If such act, failure, refusal or neglect occur without just cause, the Council may find and determine that the franchise shall be

terminated and adopt an ordinance providing for termination.

23.06 DOCUMENTS INCORPORATED BY REFERENCE. All state and national health and safety codes, including the National Electrical Code, all applicable rules and regulations of the FCC regarding cable television service and cable television relay service, and the proposal of any person granted a franchise hereunder are hereby incorporated herein by reference and made part hereof as if fully set forth herein. Any violation of the regulations or any failure, refusal or neglect by the grantee to comply with any representation made in the proposal shall be a violation of this section. If any valid law, rule or regulation promulgated by any governing authority or agency having jurisdiction, including but not limited to the FCC, contravenes the provisions of this section the provisions hereof shall supersede the proposal.

23.07 INDEMNIFICATION, DEFENSE AND INSURANCE REQUIREMENTS.

(1) **CITY HELD HARMLESS.** A grantee shall indemnify, hold and save harmless and defend the City, and all of its officers, boards, commissions, agents, employees and representatives from any and all claims, demands, causes of action, copyright action liability, judgements, costs, expenses, damages arising out of any failure by grantee to secure consents from the owners, authorized distributors or licensees of programs to be delivered by grantee's cable television system, and liabilities, including costs of liabilities of the City with respect to its employees, of every kind and nature whatsoever, including but not limited to damages for injury or death or damage to persons or property, regardless of the merit of any of the same, except when caused by the City's negligence, and against any loss, cost, and expense resulting or arising out of any of same, including reasonable attorney fees, reasonable accountant fees, reasonable expert witness or consultant fees, court costs, reasonable per diem expense, traveling and transportation expense, or other approvable and reasonable costs or expense arising out of or pertaining to the exercise or enjoyment of any franchise hereunder by grantee or the granting thereof by the City.

(2) **DEFENSE OF LITIGATION.** Grantee shall, at its own risk and expense, upon demand of the City, made by and through the City Attorney, appear in and defend any and all suits, actions or other legal proceedings, whether judicial, quasi-judicial, administrative, legislative or otherwise, brought or instituted or had by third persons or duly constituted authorities against or affecting the City, its officers, boards, commissions, agents, employees or representatives, and arising out of or pertaining to the exercise of such franchise. Grantee shall pay and satisfy, or cause to be paid and satisfied, any judgement, decree, order, directive or demand rendered, made or issued against grantee, the City or its officers, boards, commissions, agents, employees or representatives in any of these premises; and such indemnity shall exist and continue without reference to or limitation by the amount of any bond, policy of insurance, deposit, undertaking or other assurance required hereunder or otherwise; provided that neither the grantee nor City shall make or enter into any compromise or settlement of any claim, cause of action, action, suit or other proceedings with regard to City liability without first obtaining the written consent of the other.

(3) **REIMBURSEMENT OF COSTS.** The grantee shall pay, and by its acceptance of any franchise granted hereunder agrees that it will pay all expenses incurred by the City in defending itself with regard to the damages and penalties mentioned in subs. (1) and (2) above.

(4) **PUBLIC LIABILITY INSURANCE.**

(a) The grantee shall carry good and sufficient public liability and property

damage insurance to fulfill the terms of subs. (1), (2) and (3) above. That insurance shall be in the amounts of not less than \$500,000 for property damage and any one accident and not less than \$500,000 for bodily injury or death of any person with a minimum of \$1,000,000 as to any one accident.

(b) The policy shall provide, by endorsement, that it may be cancelled or amended by the insurance company only after 60 days notice, in writing, to the City Attorney.

(c) The policy or policies must be in force before grantee exercises any rights or performs any work under the franchise.

(d) The original policy or policies or certified copies thereof must be filed with the City Attorney and the Clerk.

(e) The policy or policies must name the City as an additional insured and must provide that naming the City as an additional insured does not exempt the insurer from liability to the City for damages to property owned by it or in which it has an interest.

(f) The foregoing insurance requirements are minimum requirements only and the fact that any grantee carries in force and effect such policies shall not in any way waive, limit or reduce the grantee's obligations to indemnify, hold harmless or defend the City as set forth in this chapter.

(g) Any grantee hereunder shall not oppose intervention by the City in any suit or proceeding relating to the franchise in which the grantee is a party.

23.08 USE OF STREETS AND OTHER PUBLIC PROPERTY. The authority granted in sec. 23.03(4) of this chapter is expressly conditioned upon compliance with the provisions of this chapter and the following regulations:

(1) **INSPECTION.** The City shall have the right to inspect and supervise all construction or installation work performed in, under, upon, over or through any street, easement or other public property.

(2) **USE OF EXISTING POLES OR CONDUITS.**

(a) Nothing in this chapter or any franchise granted hereunder shall authorize the grantee to erect and maintain in the City any new poles where existing poles of other companies or utilities are servicing a geographic area. The grantee shall apply to the Public Works Manager for permission to erect any new poles, underground conduit or appurtenances where non exist at the time the grantee seeks to install its network.

(b) Any franchise granted hereunder shall not relieve the grantee of any obligation involved in obtaining pole or conduit use agreements from the utility companies or other persons maintaining poles or conduits within any street or other public property whenever the grantee finds it necessary to make use of said poles or conduits.

(c) In the event that the grantee has its facilities located upon poles or in conduits owned by other persons and the pole or conduit is removed, relocated or abandoned, the grantee may be required to remove their facilities and provide services in another approved method.

(3) UNDERGROUND FACILITIES. The grantee shall be required to install its facilities underground in any location where all other utilities are underground.

(4) FACILITIES NOT TO BE HAZARDOUS OR INTERFERE. All installations of equipment shall be of a permanent nature, durable, and installed in accordance with good engineering practice sufficient to comply with all existing City regulations and state laws so as not to interfere in any manner with the right of the public or individual property owner, shall not interfere with the travel and use of public places by the public, and, during the construction, repair or removal thereof, shall not obstruct or impede traffic unnecessarily or unreasonably interfere with the use or enjoyment of private property adjacent thereto.

(5) RESTORATION. In the event of disturbance of any street surface by the grantee, it shall, at its own expense, replace and restore such street to a condition as good as before the work was done.

(6) NOTICE OF CITY IMPROVEMENTS. The City reserves the right upon reasonable notice to require the grantee at its expense to protect, support, temporarily disconnect, relocate or remove from the City's streets all property of the grantee which shall create or increase an unsafe condition by reason of traffic conditions, street construction or vacation, change or establishment of street grade, installation of sewers, drains, water pipes, power or communication lines, tracks or other types of structure or improvements by governmental agencies or any other structures of public improvements. Reasonable notice of this provision of this chapter shall be construed to mean that at least 30 days prior to the making of such improvements, the City will notify the grantee that some time after said 30 day period, the grantee will be required to act on three days additional notice. At any time after the expiration of the 30 days period, the City may require action upon three additional days notice.

(7) TEMPORARY REMOVAL OF WIRE OR CABLE FOR BUILDING MOVING. The grantee shall, on the request of any person holding a building moving permit, temporarily raise or lower its wire to permit the moving of the building. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the grantee shall have the authority to require such payment in advance. The grantee shall be given not less than 48 hours written notice of any contemplated move to arrange for temporary wire changes.

(8) REIMBURSEMENT. In the event the grantee fails to perform any such work detailed in subs. (5), (6) and (7) above, within the time provided for notice as contained therein, the City shall have the right to perform said work, or enter into appropriate contracts to have said work done, at the sole expense of the grantee.

(9) AUTHORITY TO TRIM TREES. The grantee shall have authority to trim overhanging streets so as to prevent the branches of such trees from coming in contact with the wire and cables of the grantee.

(10) ALTERNATE ROUTING. In the event continued use of a street is denied to the grantee by the City for any reason, the grantee will make every effort to provide service over alternate routes.

(11) RECORDS. The grantee shall furnish the City, upon completion of construction, maps and specifications, showing all locations of grantee's facilities. Upon any change as to construction and removals, the grantee shall provide the City new and revised construction information and

documentation not including information or documentation of individual subscriber connecting wires or cables.

23.09 CONSTRUCTION AND INSTALLATION.

(1) **OBTAINING NECESSARY PERMITS.** Within 30 days after acceptance of any franchise, the grantee shall proceed with due diligence and obtain all necessary permits and authorizations which are required in the conduct of its business, including but not limited to, authorization to commence operation upon the filing of a registration statement with the FCC or other Federal authorization, microwave carrier licenses, and any other permits, licenses and authorizations necessary to be granted by duly constituted regulatory agencies having jurisdiction over the operation of CATV systems or associated microwave transmissions facilities. Any utility joint use attachment agreements shall be obtained within 90 days after acceptance of the franchise.

(2) **CONSTRUCTION AND INSTALLATION.** Within 90 days after obtaining all necessary permits, licenses and authorizations, including right of access to poles and conduits, grantee shall commence construction and installation of a cable television system. Within 180 days after the commencement of construction and installation of the system, grantee shall proceed to render service to subscribers, and the completion of installation and construction shall be pursued with reasonable diligence.

(3) **EASEMENTS IMPLIED.** The right of construction, including easements, is implied, but only in conformity with the provisions of this section. All other rights of construction shall be the responsibility of the operator.

(4) **AREA TO BE SERVICED.** The grantee shall extend its cable system to provide full service to all residents within the City, and to all residents of newly annexed areas within a reasonable period of time after such annexation, where a density of 50 subscribers per cable mile can be obtained. In areas where grantee must install its system underground, grantee may charge an installation fee up to the actual cost of providing such cable service which is in excess of that cost to grantee of providing cable service in areas served by aerial utilities.

23.10 OPERATION, MAINTENANCE AND SERVICE STANDARDS.

(1) **OPERATIONS TO BE IN ACCORDANCE WITH RULES.** The grantee shall maintain and operate its broad band telecommunications network in accordance with rules and regulations of the FCC, the State of Wisconsin, and the City as are incorporated herein or as may hereafter be adopted.

(2) **LOCATION OF FACILITIES.**

(a) The grantee shall maintain an office and program production facility within the City limits which shall be open during all usual business hours, have a listed telephone number and be so operated that complaints and requests for repairs and adjustments may be received at any time.

(b) The grantee shall be capable of providing service 7 days a week for all complaints and requests for repairs or adjustments. The grantee shall at all times keep and maintain at its office a log of all complaints and interruptions or degradation of service received or experienced for a

period of three years.

(3) NOTIFICATION OF INTERRUPTION OF SERVICE. The grantee, whenever it is necessary to interrupt service over the community antenna television and audio communication system for the purpose of network maintenance, alteration or repair, shall do so at such time as will cause the least amount of inconvenience to the subscribers, and unless such interruption is unforeseen and immediately necessary, the grantee shall give reasonable notice thereof to the affected subscribers.

(4) GRANTEE RULES AND REGULATIONS. The grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonable and necessary to enable the grantee to exercise its rights and performance obligations under this chapter and franchise. None of such rules, regulations, terms or conditions so established shall be in conflict with the provisions hereof, the laws of the State, the rules and regulations of the FCC or any rules and regulations promulgated by the City in the exercise of its regular authority. Copies of all such rules, regulations, terms and conditions shall be filed with the Clerk and maintained at the grantee's office for public inspection during normal business hours. Any amendments, additions or deletions thereto shall be immediately filed with the Clerk.

(5) SYSTEMS NOT TO INTERFERE. The Community Antenna Television and Audio Communication System shall be so designed, engineering and maintained by grantee so as to not interfere with the television and radio reception of nonsubscribers to the grantee's services, including adequate shielding, filtering and grounding.

(6) EMERGENCY USE OF FACILITIES. In case of any emergency or disaster, the grantee shall, upon request of the Mayor, the Council, the Fire Chief or the Police chief, make available its facilities to the City for emergency use during the emergency or disaster.

(7) USE OF FACILITIES. The grantee shall receive 6 channels of the total available for the use of the Council; providing, compatible equipment is available.

23.11 RECORDS REQUIRED TO BE FILED.

(1) NOT INCLUSIVE. The records required to be provided in sub. (2) below are not an inclusive list of all such required records and such list does not relieve any grantee from the obligation of filing or submitting any other records set forth in this section.

(2) RECORDS TO BE FILED WITH CLERK. The grantee shall file annually with the Clerk, no later than May 15 during the term of a franchise or renewal thereof, copies of the following documents:

(a) An income statement applicable to grantee's operation under said franchise during the fiscal year or fraction thereof and a listing of grantee's properties devoted to network operations, together with an itemization of its investment in each of such properties on the basis of original cost, less depreciation.

(b) A total facilities report, setting forth the total physical miles of plant installed or in operation during the fiscal year.

(c) A current list of all the following:

1. If a nonpublic corporation, a list of all current shareholders and bondholders both of record or beneficiary. If a public corporation, a list of all shareholders who

individually or as a concerted group hold 5% or more of the voting stock of the corporation.

2. The names and addresses of all officers and directors of the grantee.
3. The names, addresses and both business and residential phone numbers of the resident manager and engineer.
4. One copy of all types of subscriber agreements.
5. A listing of current rates for all services offered by grantee.

23.12 RATES. The rates and charges for television, radio, and any other signals distributed hereunder shall be fair and reasonable.

23.13 FRANCHISE FEES.

(1) **AMOUNT.** The annual franchise fee shall be 3% of the grantee's gross income derived from all services rendered within the City limits including but not limited to basic service, premium service, additional connections and installation.

(2) **METHOD OF PAYMENT.** Grantee shall pay the franchise fees to the City on or before April 1 of each year. Each payment shall be accompanied by a report of all revenues received for the preceding year.

23.14 PROHIBITIONS.

(1) **GRANTEES PROHIBITED.** The grantee of any franchise issued hereunder shall be prohibited during the term of the franchise or any renewal thereof, as follows:

(a) Grantee shall not offer nor make any payment in any form to any property owner for purposes of permitting cable service on his property or premises, except the purchase of easement rights where necessary, nor discriminate in rental charges or otherwise between persons falling within the same classifications of cable customer. No grantee shall take any action which would diminish or interfere with the privilege of any tenant or other occupant of any apartment building, condominium, nursing home, hospital, mobile home park, or other multiple dwelling housing facility in which other persons may reside to use or avail the use of master or individual antenna equipment.

(b) The grantee shall not, as to rates, charges, service, service facilities, rules, regulations or in any other respect, make or grant any preference or advantage to any person or subject any person to prejudice or disadvantage.

(c) No grantee hereunder shall, either directly or indirectly, engage in the wholesale or retail sale, servicing or repair of television receivers or antennas, nor directly nor indirectly require a subscriber to use the services of any designated television or radio service business. The grantee shall, neither directly or indirectly, engage in installation or repair of distribution systems, other than its own, within apartments, motels, hotels or other commercial complexes.

(d) The grantee shall not at any time sell or assign its rights and privileges under this chapter and the cable television system located in the City to any other person, firm or

corporation without the prior approval of the Council. Such assignment shall not be approved until assignee has agreed in writing with the City to be responsible for the full performance of all the conditions, liabilities, covenants and obligations contained in this chapter and the franchise and until such assignment has been approved by the City; provided, however, that such approval shall not be unreasonably withheld.

(e) Nothing in this section shall be deemed to prohibit a mortgage or pledge of the permit, system or any part thereof for financing purposes, nor does it prohibit the sale of the grantee's stock in compliance with applicable laws.

(2) OTHER PERSONS PROHIBITED.

(a) No person shall request or accept payment in any form for permitting cable services on property or premises owned by them or under their control, nor discriminate in rental charges or otherwise between tenants or occupants who receive cable services and those who do not.

(b) No person shall, without the express consent of the grantee, possess or make any connection, extension or division, whether physically, acoustically, inductively, electronically or otherwise with or to any segment of grantee's system.

(c) No person shall willfully interfere, tamper, remove, obstruct or damage any part, segment or content of grantee's system. This prohibition shall not apply to the City or any utility exercising any legitimate rights under any contract or local, State or Federal regulation.

23.15 FRANCHISES NONEXCLUSIVE. Any franchise granted pursuant to the provisions of this chapter is nonexclusive and the City is not restricted or prohibited from awarding other franchises to other community antenna television system applicants at any time.

23.16 AWARD OF INITIAL FRANCHISE. This section having been adopted subsequent to the submission of proposals pursuant to the provisions of sec. 23.03 of this chapter, and the Council having held a public hearing with regard to the issuance of an initial franchise hereunder, a franchise is hereby granted to Tioga Cablevision of Wisconsin, Inc., subject to compliance with all of the provisions thereof.

23.17 AUTHORIZING TRANSFER OF A CABLE TELEVISION FRANCHISE (Cr. Ord. #617). Whereas, the City of Clintonville has adopted ch. 23 of this Code granting the right to construct, erect, operate and maintain a cable television system in the City (the "Franchise"); and

Whereas, the Franchise is currently held by Marcus Cable ("Transferor"); and

Whereas, Transferor desires to assign the Franchise and the cable television system to Vulcan Cable d/b/a/ Charter Communications (Transferee"), and Transferee desires to assume all of the duties and obligations of Transferor under the Franchise; and

Whereas, the City is duly authorized to consent to and approve the transfer of the Franchise and the assumption of the duties and obligations thereunder and has taken the required action to grant such consent and approval:

Be it enacted by the City, as follows:

(1) The City hereby consents to and approves the transfer of the Franchise by Transferor to Transferee, and to the assumption by Transferee of all of the duties and obligations under the Franchise, such assignment and transfer to be effective upon the transfer of the Franchise by Transferor to Transferee.

(2) The City hereby agrees that the term of the Franchise is hereby extended to expire on December 31, 2001.

(3) The City acknowledges that as of the date hereof, the Franchise is in full force and effect and is held and owned by, and the rights and privileges granted thereunder inure to the benefit of, Transferor, and that, to the best knowledge of the City, Transferor is in full compliance with the Franchise.

(4) The City further consents to and approves the mortgage, pledge or grant of a security interest in the Franchise to secure indebtedness or obligations owed by Transferee or which thereafter may be incurred by Transferee with respect to which a security interest is granted to a secured party (the "Secured Party") in all or substantially all of the assets of Transferee, and to the exercise by the Secured Party of its rights as a secured party in the franchise in the event of a default by Transferee in the performance of its indebtedness or obligations secured hereby.

23.18 **APPROVING CABLE TELEVISION FRANCHISE AGREEMENT**

The Common Council hereby ordains that the Cable Television Franchise Agreement approved by the Common Council of the City of Clintonville on September 11, 2001, hereby amends and supercedes any provision of Chapter 23, Cable Television Franchise Ordinance which conflicts with any provision of said Cable Television Franchise Agreement.