

TITLE 3

BUSINESS REGULATIONS AND LICENSING

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Chapter 3.20

CABLE TELEVISION SYSTEM FRANCHISE AGREEMENT

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3.20.010 Granting of Franchise. To the extent that the same may be lawfully given, and subject to the conditions herein set forth, the non-exclusive right be and the same is hereby granted by the City of Petersburg, County of Pike of the State of Indiana, to Tele-Media Company of Mid-South, an Indiana Limited Partnership (the "Company"), to construct, operate and maintain transmission and distribution facilities, including, but not limited to, the erection of poles, cables, wires and other appurtenances and additions thereto, in, under, over, along, across and upon the streets, lanes, alleys, avenues, sidewalks, bridges, tunnels, highways, parking lots and other public places in the City, and subsequent additions thereto, for the purpose of transmission by cable and distribution of television impulses and television energy for sale to the inhabitants of the City and other purposes, under the terms and conditions hereinafter set forth (the "CATV System"). (Ord. 1992-4, S1, Apr. 20, 1992) (Ord. 1981-2, Feb. 16, 1981) (Ord. 1980-5, Nov. 3, 1980) (Ord. 1979-8, Dec. 4, 1979)

3.20.020 Procurement of Easements. The Company shall procure any and all easements, rights of way, covenants, grants, certificates of approval and permits which may be required from any private persons or corporations or from any Federal, state, municipal or other governmental authority and from the utility companies operating in the Township for or in connection with the placing, maintaining or using of the

attachments and the television cable herein referred to or the granting of this right. (Ord. 1992-4, S2, Apr. 20, 1992)

3.20.030 Liability/Workman's Compensation Insurance.

- (1) The Company agrees to maintain and keep in full force and effect at all times during the term of this Ordinance sufficient liability insurance coverage to protect the Township against any such claims, suits, judgements, executions or demands in a sum not less than \$250,000 per person in any one claim; \$250,000 as to any one accident or occurrence; and not less than \$250,000 for property damage as to any one accident or occurrence provided, however, that the City shall notify the Company in writing within thirty (30) days after notice or presentation of any claim or demand, either by suit or otherwise, made against the City on account of or arising out of any act or omission connected with the operation of this Ordinance.
- (2) The Company shall also maintain in full force and effect throughout the duration of this Ordinance sufficient workmen's compensation insurance coverage to adequately and fully protect its agents and employees as required by law. (Ord. 1992-4, S3, Apr. 20, 1992)

3.20.040 Maintenance. All the Company's attachments and installations shall be made and maintained at the Company's sole expense, in safe condition and thorough repair and in such place and manner as shall be approved by the City. Upon receipt of written notice at any time from the City that said attachments interfere with City property, endanger its employees or the public, or interfere with the primary use and purpose of said City property or highways, the Company shall at its own expense remove, alter, rearrange, improve or repair such attachments in such manner as the City may reasonably direct. (Ord. 1992-4, S4, Apr. 20, 1992)

3.20.050 Indemnification/Hold Harmless. The Company shall indemnify and save harmless the City at all times during the term of this Ordinance from and against any and all losses resulting from injuries or damage to persons or property including injuries to the employees of the City or damage to the property of the City arising out of negligence from or in any manner by actions or omissions of the Company or its agents while engaged in the work of constructing, operating or maintaining the CATV System; and such loss shall include all payments made by the City to any of its injured employees or to their relatives or representatives, pursuant to any statute or resolution, whether based on negligence on the part of the employer or not. Further, the Company agrees to defend, fully indemnify and save harmless the City from and against any and all claims and demands whatsoever, including any claims or demands from any source whatsoever on account of license or copyright infringements or violations of any transmittal rules and regulations of the Federal Communications Commission (the "FCC") or other governmental regulatory bodies, provided, however, that the City shall notify the Company in writing within thirty (30) days after notice or presentation of any claim or

demand, either by suit or otherwise, made against the City on account of or arising out of any act or omission connected with the operation of this Ordinance. (Ord. 1992-4, S5, Apr. 20, 1992)

3.20.060 City Hall, Firehouse and Schools-Installation and Service. Upon the written request of the Council, the Company shall furnish free installation and free basic service for one (1) outlet in the City Hall and City Firehouse, provided, however, that nothing herein shall require the Company to construct additional distribution facilities to service the City Hall and/or City Firehouse. Upon the written request of any school in the City, the Company shall furnish free installation and free basic service for one (1) outlet in each school in the City, provided, however, that nothing herein shall require the Company to construct additional distribution facilities to service such school. (Ord. 1992-4, S6, Apr. 20, 1992)

3.20.070 Extensions.

- (1) The Company is hereby authorized to extend the distribution facilities within the franchise area to the extent that such extension is or may become economically feasible.
- (2) In the event additional adjacent territory is incorporated within the City limits, by annexation or otherwise, the City's rights and duties under this Ordinance shall be deemed to include such additional territory. The Company shall make cable service available to such annexed area as long as it is economically feasible to do so. As used herein, "economically feasible" shall mean that there are at least 40 homes per mile adjacent to the existing cable television system distribution plant. (Ord. 1992-4, S7, Apr. 20, 1992)

3.20.080 Franchise Fee to City. The Company shall pay to the City a franchise fee of 3% of the Company's gross annual subscriber revenues from basic cable television service. All franchise fees to be paid by the Company shall be paid within ninety (90) days after the close of its fiscal year. The Company shall make its books and records pertaining to basic gross subscriber revenues available for inspection at all reasonable times to the Council. (Ord. 1992-4, S8, Apr. 20, 1992)

3.20.090 Terms and Conditions. In consideration for the foregoing rights and privileges, the Company agrees to the following terms and conditions:

- (1) Neither the Company nor any of its agents or employee shall at any time repair, attempt to repair, sell or attempt to sell television or radio sets or parts thereto; nor shall they recommend or solicit business for any television or radio dealers or repairmen, provided, however, that this provision shall not apply to the routine operation and maintenance of the CATV System and service connected therewith.

- (2) The Company shall expeditiously investigate and resolve all subscriber complaints concerning the operation of the CATV System, normally within twenty-four (24) hours but not later than forty-eight (48) hours, except in cases of emergencies. A record shall be made of all complaints received showing the name of the complaining party, the complaint and the action taken to rectify the complaint. Said record shall be kept for a minimum of two (2) years.
- (3) After having received reasonable notice of at least seventy-two (72) hours prior to the move, the Company shall comply with all moving permits issued by the City by temporarily raising or lowering its wires to permit the moving of structures or high loads. The cost to the Company of complying with the moving permit shall be borne by the entity that obtained the moving permit, and the Company shall have the right to request payment in advance.
- (4) The Company shall abide by all provisions set forth in local City Ordinances and shall abide by all regulations of the FCC and other governmental regulatory bodies, as now enacted or as subsequently amended, and the same are incorporated herein by reference.
- (5) Subscribers to the Company's services shall not be required to assure the Company that they will subscribe to the Company's service for any length of time and subscribers may terminate service at any time.
- (6) All poles, ducts and other facilities of the Company shall be erected, constructed and maintained so as not to interfere with the traffic over public highways and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any public highway. The Company shall have reasonable authority to trim trees upon, abutting and overhanging all streets, alleys, easements, sidewalks, and other areas where the CATV System may from time to time be located in public places of the City so as to prevent the branches of such trees from coming into contact with or otherwise interfering with the facilities and service of the Company.
- (7) The City shall have the right to approve the location of any poles or underground cable line required to be erected or installed by the Company.
- (8) If, at any time, the City shall elect to alter or change the grade of any street, sidewalk, alley or other public way, the Company shall remove, relay and relocate its poles, wires, cable, underground conduits, manholes and other fixtures at the Company's sole cost and expense, upon receiving adequate notice from the City.

- (9) The Company shall grant to the City, free of charge, the joint use of any and all poles owned by the Company for any proper City use so long as such use by the City does not interfere with the operation and maintenance of the CATV System.
- (10) The Company, during the installation, maintenance and operation of its television transmission and distribution system, must guard and protect any opening or obstruction in the streets or other public places by placing adequate barriers, fences or boardings, the bounds of which shall be clearly designated by warning lights during periods of dusk and darkness.
- (11) The Company agrees to restore to as good a condition as before entry, any pavement, sidewalk or other improvement of any street, avenue, alley or other public place disturbed by the Company. (Ord. 1992-4, S9, Apr. 20, 1992)

3.20.100 Violations. The City shall give written notice to the Company of any alleged violation of any covenant in this Ordinance specifying the nature of the violation and the specific section or sections of this Ordinance which have allegedly been violated. The City shall allow the Company at least ninety (90) days to remedy this franchise for breach of any covenant hereunder, provided that such cancellation or forfeiture shall first be declared by a court of competent jurisdiction after a hearing and upon appropriate full and final findings of fact pursuant to law. (Ord. 1992-4, S10, Apr. 20, 1992)

3.20.110 Franchise Rights. The City shall not permit any individual or company to provide services similar to those of the Company without first having secured a franchise from the City. The City shall not grant a franchise to individuals or companies offering or furnishing services similar to those of the Company on terms and conditions more favorable to such individuals or companies than those contained herein, unless this Ordinance is amended to provide for such favorable terms and conditions. (Ord. 1992-4, S11, Apr. 20, 1992)

3.20.120 Expiration. Upon continuing full and complete performance by the Company of each and every term of this Resolution, the right herein granted shall continue for a term of fifteen (15) years from the date this Ordinance was adopted. At the expiration of such fifteen (15) years, this Ordinance shall automatically continue in full force and effect for an additional term of five (5) years unless:

- (1) The Company notifies the City at least ninety (90) days prior to the expiration date of the Company's intention not to renew this Ordinance; or
- (2) The City notifies the Company at least ninety (90) days prior to the expiration date that the Company is not in compliance with all of the material terms and conditions hereof, and a court of competent jurisdiction, after a hearing and upon appropriate full and final findings of fact pursuant to law, subsequently rules that the Company is not in

compliance with all of the material terms and conditions hereof. If the term is extended for an additional five (5) year period, at the expiration of the additional five (5) year period, this Ordinance shall automatically continue in full force and effect for a second five (5) year term unless terminated in accordance with the procedure set forth in the preceding sentence of this Section. All of the terms, conditions and provisions herein shall continue to apply in any such extension period or during the aforementioned court proceeding. (Ord. 1992-4, S12, Apr. 20, 1992)

3.20.130 Transfer of Franchise. All right, title and interest of the Company in this Resolution shall be freely assignable without the consent of the City. The Company hereby agrees to give the City written notice of any assignment within forty-five (45) days of the effective date of the assignment. (Ord. 1992-4, S13, Apr. 20, 1992)

3.20.140 City and Company Addresses for Written Communication. All notices and other communications hereunder shall be in writing and shall be deemed to have been given on the date of actual delivery if mailed, first class, registered or certified mail, return receipt requested, postage prepaid to the following respective addresses:

To the City:

City of Petersburg
704 Main Street
Petersburg, IN 47567

To the Company:

Tele-Media Company of Mid-South
P.O. Box 09768
Columbus, Ohio 43209

Any party to this Ordinance may change the address to which all communications and notices may be sent by addressing notices of such change in the manner provided hereunder. (Ord. 1992-4, S14, Apr. 20, 1992)

3.20.150 Conflicting Ordinances. Any and all Ordinances or parts of Ordinances conflicting with the provisions of this Ordinance are hereby repealed. (Ord. 1992-4, S15, Apr. 20, 1992)

3.20.160 Publication of Ordinance. The Company shall assume the cost of publication of this Ordinance, if such publication is required by law. (Ord. 1992-4, S16, Apr. 20, 1992)

3.20.170 Separability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Council hereby declare that they would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared illegal, invalid or unconstitutional. The invalidity of any portion of this Ordinance shall not abate, reduce or otherwise affect any consideration or other obligation required of the Company. (Ord. 1992-4, S17, Apr. 20, 1992)

3.20.180 Effective Date. This Ordinance is hereby declared to be a measure in the interest of public peace, health, welfare and safety, and shall therefore go into immediate effect upon the passage and adoption of this Ordinance, and within thirty (30) days from the effective date the Company shall file its written acceptance, at which time this Ordinance shall constitute a contract between the Company and the City. (Ord. 1992-4, S18, Apr. 20, 1992)

Chapter 3.50

PEDDLER OR SOLICITOR ITINERANT MERCHANTS

Sections:

3.50.010	Sales Permit Required
3.50.020	Permit Fees
3.50.030	Exceptions
3.50.040	Penalty

3.50.010 Sales Permit Required.

- (1) There is hereinafter established a sales permit to be issued by the Clerk-Treasurer of the city, his or her deputy or by the City Police Department in the event any sales permit shall be issued and purchased during the hours when the Clerk-Treasurer's office is closed (weekends and holidays); and it shall be the obligation and the duty, as well as a condition precedent that every Peddler or Solicitor engaged in a Commercial Endeavor purchase a sales permit.
- (2) The term **Peddler or Solicitor engaged in a Commercial Endeavor** as used in this section, shall mean any commercial endeavor or any person, partnership or corporation conducting themselves in a commercial endeavor, and which conduction of business activity is being done door to door, either by direct sale to the general public or by sample for later delivery of a product or service thereof.
- (3) The person, firm or corporation so engaged shall not be relieved from complying with the provisions of this ordinance merely by reason of associating temporarily with any local dealer, trader, merchant or auctioneer, or by conducting a transient business in connection with, as a part of or in the name of any local dealer, trader, merchant or auctioneer. (Ord. 2007-4, S1, June 4, 2007) (Ord. 81, S1, Sept. 18, 1933) (Ord. 72, Oct. 19, 1932) (Ord. Jan. 6, 1921) (Ord. Feb. 27, 1897) (Ord. June 13, 1895) (Ord. Feb. 16, 1887)

3.50.020 Permit Fees.

- (1) The sales permit shall be paid by each individual, sole proprietor, partnership or corporation pursuing the endeavor, who shall pay to the office of the Clerk-Treasurer, his or her designate, or the City Police Department, the sum of \$75 for the privilege of pursuing their trade for a period not exceeding 24 hours; the sum of \$100 for a period not

exceeding 48 hours; and the sum of \$200 for a period of time up to, but not exceeding 30 days.

- (2) The permit shall not be issued until the permit fee specified herein is paid in full either in cash or money order. No checks shall be accepted in payment for the permit. After the permit has been paid for and issued, the permit holder shall be issued one or more identification permits stating, among other things, that the bearer of the identification permit is properly permitted by the City of Petersburg to conduct their commercial activities within the City of Petersburg. The identification permit must be on the person at all times by the individual while conducting the commercial activity.
- (3) The city reserves the right to not renew, or even revoke, the permit card if the city has received more than, in its discretion, what would be determined as an unreasonable number of complaints from citizens concerning the holder of the permit. (Ord. 2007-4, S2, June 4, 2007) (Ord. 81, S2, Sept. 18, 1933)

3.50.030 Exceptions.

- (1) As further used in this ordinance, **Peddler or Solicitor engaged in a Commercial Endeavor** shall be defined as any commercial transaction resulting in goods, wares or merchandise being sold by the commercial concern to the public for monetary payment therefore, excepting therefrom a service or any endeavor generally recognized as a nonprofit or charitable endeavor. Also excepted and exempted are any vendors or associated fees exempted by State or Federal law. (Ord. 2007-4, S3, June 4, 2007) (Ord. 81, S3, Sept. 18, 1933)

3.50.040 Penalty. The City Police Department is ordered and directed to enforce this ordinance, and anyone found conducting commercial activities and concerns contrary to the dictates of this ordinance shall be guilty of a Class A infraction for each day the activity and/or endeavor continues, and shall be fined in the sum of \$500 for each infraction for each day business is conducted without the appropriate sales permit. (Ord. 2007-4, S4, June 4, 2007) (Ord. 81, S4, Sept. 18, 1933)

Chapter 3.80

SALE OF INTOXICATING LIQUORS

Sections:

3.80.010 Liquor Retailer's Permits

3.80.010 Liquor Retailer's Permits. Be it ordained by the Common Council of the City of Petersburg, Indiana, that liquor retailer's permits may be issued to applicants, otherwise duly qualified, under the laws of the State of Indiana, in respect to premises located within the City of Petersburg, Pike County, Indiana. (Ord. 98, S1, June 3, 1935)