

**TITLE 4**  
**BUSINESS REGULATIONS AND LICENSING**

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### **BUSINESS REGULATIONS AND LICENSING**

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## Chapter 4.02

### Liquor retailer permits

#### Sections:

- 4.02.010      Alcoholic Beverage Act of Indiana, 1935**
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**4.02.010 Alcoholic Beverage Act of Indiana, 1935.** The 1935 legislature of the State of Indiana passed an act concerning alcohol and alcoholic beverages, liquids, and substances to promote temperance and prohibit forever the open Saloon in Indiana. Said act is known as the Alcoholic Beverage Act of Indiana and was approved March 11, 1935. According to the terms of said act all towns in said state having population of less than 5,000 persons according to the last decimal census of the United States of America the board of trustee's thereof shall have the power and jurisdiction to exact an ordinance consenting that retailers permits may be issued to applicants otherwise duly qualified under said act in respect to premises located within said town. (Ord. 1937-1, S1, 1937)

**4.02.020 Issuance of liquor retailer permits.** The Town of West Baden Springs, Indiana, according to the last decimal census had a population of 1,175 persons, and said Board of Trustee's hereby direct that liquor retailer permits may be issued to applicants otherwise duly qualified under said act in respect to premises located within the incorporated Town of West Baden Springs, Indiana. (Ord. 1937-1, S2, 1937)

**4.02.030 Business operation and expiration of ordinance.** This ordinance shall in no way regulate, restrict, enlarge, or limit the operation or business of the holder of any legal liquor retailer permit of his privileges under such permit as prescribed by said act directly or indirectly and after the same has been duly enacted, said ordinance shall not be altered, amended or repealed for a period of two years and sixty days. (Ord. 1937-1, S3, 1937)

## Chapter 4.04

### Telephone System

#### Sections:

- 4.04.010 Establishment of a telephone system**
- 4.04.020 Telephone service charges**
- 4.04.030 Compliance with local ordinances, rules, and regulations**
- 4.04.040 Definitions**
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**4.04.010 Establishment of a telephone system.** Be it ordained by the Board of Trustees of the Town of West Baden Springs, Indiana: There is hereby granted to the Star Telephone Company, a corporation organized under the laws of the State of Indiana, its successors, and assigns, for a period of twenty-five years from the acceptance of this ordinance, the right and authority to establish, construct, operate, and maintain a telephone exchange system in the Town of French Lick, Indiana, and to construct, maintain and repair conduits, with the necessary manholes and service pipes for the purpose of conducting and distributing the necessary wires and cables, and to make house and building connections upon, along, in and under the street, alleys and public places in said Town, and also to repair, replace, and extend the same, and to carry on the business of telephoning and renting electric telephone within said town, and subject to the ordinances, rules and regulations of said town, and subject to the conditions and provisions of this ordinance: PROVIDE, that nothing contained in this ordinance shall authorize the construction, maintenance or operation of a conduit system for any other purpose other than to maintain therein the telephone exchange system, to be constructed and operate thereunder.

Said Star Telephone Company is also authorized, when necessary, to erect, construct, maintain and repair within said town, telephone poles, with necessary cross-arms and fixtures, and to stretch and maintain thereon wires and cables, to be used in connection with said telephone exchange system. (Ord. 1956 Unnumbered, S1, August 22, 1956)

**4.04.020 Telephone service charges.** Said Star Telephone Company, its successors and assigns, shall at all times, be limited in its charges for telephone services, as shall from time to time be determined by the said Board of Trustees of said Town. (Ord. 1956 Unnumbered, S2, August 22, 1956)

**4.04.030 Compliance with local ordinances, rules, and regulations.** In the construction, maintenance, repair and operation of its telephone exchange, and in the use of the streets, avenues, alleys and public ground in said town therefore, the said company shall, at all times, be subject to and comply with all ordinances, rules and regulations of said town now or hereafter in force, covering, the use of streets, avenues, alleys and public grounds, by telephone and telegraph companies. (Ord. 1956 Unnumbered, S3, August 22, 1956)

**4.04.040 Definitions.** The term "Telephone", as used herein, shall be held and construed to mean a receiver, transmitter, bell, battery and all other appliances as are requisite for the complete equipment of such telephone instrument. (Ord. 1956 Unnumbered, S4, August 22, 1956)

**4.04.050 Hold harmless.** Said company shall at all times protect and save harmless the Town of West Baden Springs, Indiana, from all damage and loss from or arising out of or by reason of construction or operation of said telephone exchange and conduit system, and by reason of any infringement of any patent upon any article or system used in the construction or use of said telephone and conduit system. (Ord. 1956 Unnumbered, S5, August 22, 1956)

## Chapter 4.06

### Cable Television System

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**4.06.010 Short title.** This ordinance shall be known as the West Baden Springs Ordinance for Regulation and Granting of Cable Communications Franchises (Community Antenna Television Systems). (Ord. 93-12, S1, Oct. 19, 1993) (Ord. 81-1, S1, May 21, 1981) (Ord. 79-2, S1, Oct. 4 , 1979)

**4.06.020 Definitions.** For the purpose of this ordinance and agreement, the following terms phrases, words and their derivations shall have the meaning given therein. 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 words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- A. "City" is the Town of West Baden Springs, Indiana and all the territory within its presently existing or future territorial corporate limits. When appropriate, the term "City" shall refer to it as a corporate entity and also include its officers, employees and duly authorized representatives.
- B. "Company" is the grantee of rights under the franchise agreement.
- C. "City Council" is the Board of Trustees of the Town of West Baden Springs, Indiana.
- D. "Person" is any person, firm, partnership, association, corporation or organization of any kind.
- E. "Television" shall mean a system for transmission of audio signals and visual images by means of electrical impulses.

- F. "Access Channel" shall mean those channels which by means of this ordinance or the franchise agreement, are required to be kept available by the franchisee for partial or total dedication to public access, educational access, local government access, or leased channels.
- G. "Authority" shall mean the West Baden Springs Communications Authority provided for in this ordinance.
- H. "Cable communications system," "Cable System," "CATV," "System" or "Community Antenna Television System" shall mean a system of coaxial cables, wave guides, or other electrical conductors and equipment used or to be used to originate or receive television or radio signals directly or indirectly off the air and to transmit them via cable to subscribers for a fixed or variable fee, including the origination, receipt, transmission and distribution of voices, sound signals, pictures, visual images, digital signals, telemetry, or any other type of closed circuit transmission by means of electrical impulses, whether or not directed to originating signals or receiving signals off the air.
- I. "Channel" means a band of frequencies in the electromagnetic spectrum, which is capable of carrying either on video signal, several audio signals, numerous digital signals, or some combination of such signals.
- J. "Mayor" means the duly elected and qualified President of the Board of Trustees of the Town of West Baden Springs, Indiana.
- K. "Converter" means any electrical device which converts signals carriers from one frequency to another.
- L. "Franchise" shall include both the franchise granted pursuant to this ordinance and the franchise agreement entered into between the City and Franchise by virtue of this ordinance and all rights, powers and privileges thereunder.
- M. "Franchise Agreement" means that separate agreement by which the franchise is granted to the franchisee as required by this ordinance and by which the Company accepts the terms hereafter executed in writing.
- N. "Gross Subscriber Revenues" shall mean any and all compensation and other consideration in any form paid by the subscriber and received by the Company arising from the sale of its regular monthly services to its subscribers, i.e., the carriage of broadcast signals and required nonbroadcast services; provided, however, that revenue resulting from relocation charges, the sale of tangible personal property, payable revenues and advertising revenues shall not be deemed "Gross Subscriber Revenues" for the purpose of computing any franchise fees pursuant to the provisions of this franchise.

- O. "Non-exclusive Franchise" shall mean that the City specifically reserves the right to grant, at any time, such additional permits or franchises for additional cable communication systems as it deems to be appropriate.
- P. "Public Agency" shall mean an agency which is supported wholly or substantially by public funds.
- Q. "Streets and Public Ways" means the surface of and the space above and below any public street, sidewalk, alley or public way of any type whatsoever now or hereafter existing as such within the City.
- R. "Subscriber" shall mean any person or organization whose premises are physically wired to receive any transmission from the system, and who pays a fee for such service.
- S. "Subscriber Service Drop" shall mean such extension wiring from the Company's distribution lines to a subscriber's building.
- T. "User" denotes a person utilizing a system channel as a producer, for the purposes of production and/or transmission of material, or as a subscriber, for purposes of receipt of material. (Ord. 81-1, S2, May 21, 1981) (Ord. 79-2, S2, Oct. 4, 1979)

**4.06.030 Grant of authority.** In consideration of the faithful performance and observance of the conditions and reservations hereinafter specified, the right is hereby given by the City to Springs Valley Cablevision Corporation, hereinafter referred to as the Company, to erect, maintain and operate a Community Antenna Television system for the interception, sale, distribution of television and radio signals from the Company's antenna or studios to its subscriber's premises all in accordance with the laws and regulations of the United States of America, the State of Indiana, the ordinances and regulations of the Town of West Baden Springs, and for the purpose the Company shall have the right to erect, maintain, and operate its equipment 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. (Ord. 81-1, S3, May 21, 1981) (Ord. 79-2, S3, Oct. 4, 1979)

**4.06.040 Pole use.** The poles used for the distribution system of the Company shall be those erected and maintained by the Smithville Telephone Company and Public Service of Indiana. Where the use of poles owned by the Smithville Telephone Company or the Public Service of Indiana is not practicable or mutually satisfactory and rental agreements cannot be entered into with said companies, 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 distribution system provided, however, the Company shall obtain prior approval from the City as to the necessity for the location of any new poles to be erected. However, nothing in this Section shall preclude the Company from contracting the City or other utility now having pole lines in West Baden Springs to provide and maintain the transmission system of the Company, excepting that in any area serviced by underground

telephone and power lines, the television lines shall also be placed underground. The Company shall pay such part of the cost of improvement or maintenance of streets, alleys, bridges, and public places as shall arise from its use thereof and shall protect and save the City harmless from all damages arising from said use. The Company may be required by the City to permit joint use of its property and appurtenances located in the streets, alleys, and public places of the City, by the City and other utilities insofar as such joint use may be reasonable practicable and upon payment of reasonable rental therefor. (Ord. 81-1, S4, May 21, 1981) (Ord. 79-2, S4, Oct. 4, 1979)

**4.06.050 Pole erection and construction.** Company's transmission and distributions system poles, and the wires and appurtenances thereon shall be located, erected and maintained so as not to endanger or interfere with the lives of persons, or interfere with new improvements the City may deem proper to make, or to unnecessarily hinder or obstruct the free use of streets, alleys, bridges, or other public property. Removal of poles or rearrangement of its facilities to avoid such interference shall be at the Company's expense. (Ord. 81-1, S5, May 21, 1981) (Ord. 79-2, S5, Oct. 4, 1979)

**4.06.060 Present TV reception.** Installation shall be maintained in such a manner to avoid interference in any manner with the TV reception already in existence in the areas served by the Company. (Ord. 81-1, S6, May 21, 1981) (Ord. 79-2, S6, Oct. 4, 1979)

**4.06.070 Installation and maintenance of attachments.** The Company shall, at its own expense, make and maintain its attachments in safe condition and in good repair, and in a manner suitable to the City and so as not to conflict with use of said poles.

In the maintenance and operation of its television distribution system in the streets, alleys and other public places, and in the course of any new construction or additions to its facilities, the Company shall proceed so as to cause the least possible inconvenience to the general public. Any streets, alleys, sidewalks or other public places disturbed or damaged in the construction or maintenance of said system shall be promptly repaired to the satisfaction of the City and by and at the expense of the Company. (Ord. 81-1, S7, May 21, 1981) (Ord. 79-2, S7, Oct. 4, 1979)

**4.06.080 Construction standards and technical requirements.**

- A. All of the Company's plant and equipment, including but not limited to, the antenna site, head end, and distribution system towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, replaced, removed, repaired, and maintained and operated in accordance with good engineering practices, performed by experienced pole line construction crews and so as not to endanger or interfere with the safety of any persons or property or to interfere with improvements the municipality may deem proper to make, or to interfere in any manner with the rights of any property owner, or to unnecessarily hinder or

obstruct pedestrian or vehicular traffic on municipal properties.

- B. All of the Company's system, including all plant and equipment and all construction shall meet all relevant Federal Communications Commission's specifications applicable to cable television, as well as all State, Federal, and Municipal laws, ordinances, and statutes applicable to cable television.
1. Methods of construction, installation, and maintenance of the Company's cable television system shall comply with the National Electrical Safety Code, National Bureau of Standards Handbook 81 (part 2), National Bureau of Standards, United States Department of Commerce, November 1, 1961, or any update thereof, to the extent that such Code is consistent with local law affecting the construction, installation, and maintenance of electric supply and communications lines. To the extent that such Code is inconsistent with other provisions of this franchise or with local law, the latter shall govern.
  2. Any tower constructed for use in the Company's cable television system shall comply with the standards contained in Structure Standards for steel Antenna Towers and Antenna Supporting Structures, FIA Standards RS-222-A as published by the Engineering Department of the Electronic Industries Association, 2001 E. Street, N.W., Washington, D.C. 20006.
  3. Installation and physical dimensions of any tower constructed for use in the Company's Cable television system shall comply with all appropriate Federal Aviation Agency regulations, including but not limited, to, Objectives Affecting Navigable Airspace, 14 C.F.R. 77.1 et seq., February, 1965.
  4. Any antenna structure used in the Company's cable television system shall comply with Construction, Marking, and Lighting of Antenna Structure, 47 C.F.R. 17.1 et seq. September 1967.
  5. All working facilities and conditions used during construction, installation and maintenance of the Company's cable television system shall comply with the standards of the Occupational Safety and Health Administration, both State and Federal.
  6. Each cable distribution system in the public streets shall comply with all applicable laws and ordinances and governmental regulations regarding clearance above ground.
  7. Each cable distribution system required to go in or under the public rights-of-way including, without limitation, streets, sidewalks, alleys and easements, shall comply with all applicable laws, ordinances and governmental regulations.

8. The Company shall conduct an on-site signal survey to determine optimum selections of tower and antenna locations and shall provide the results and information therefrom to the City.
  9. The Company shall comply fully with the rules and regulations contained and promulgated within this ordinance. Where conflict occurs between the provisions herein contained and those of Federal Communications Commission, the Federal Communications Commission's rules and regulations shall apply to said Company.
  10. The cable system shall meet all performance criteria contained in the rules and regulations of the Federal Communications Commission Subpart K, Technical Standards; Section 76.605.
  11. When there have been similar complaints made, or where there exists other evidence, which, in the judgment of the City, casts doubt on the reliability or quality of cable service, the City shall have the right and authority to compel the Company to test, analyze and report on the performance of the system. Such test or tests shall be delivered to the City no later than 30 days after the City formally notifies the Company. The City's right under this provision shall be limited to requiring tests, analyses, and reports covering specific subjects and characteristics based on said complaints or other evidence when and under such circumstances as the City has reasonable grounds to believe that the complaints or other evidence require that tests be performed to protect the public against substandard cable service. Said tests and analyses shall be supervised by a registered professional engineer, not on the permanent staff of the Company. The aforesaid engineer shall sign all records of special tests and forward to the City such records with a report interpreting the results of the test and recommending actions to be taken by the City.
  12. The signal to echo ratio of the transportation system for locally receivable signals should be at least 40 db for echo(es) that are displaced by one microsecond or more.
- C. Any opening or obstructions in or disturbances of the streets, public ways, or other municipal properties made by a Company in the exercise of its rights under a franchise agreement shall be done in compliance with all applicable ordinances of the City and shall be approved in advance by the City. Further, the City shall require the Company to install all the cable system underground; provided such underground installation shall not be required prior to the time utilities go underground.

- D. The Company shall upon 15 days prior written notice at its expense, protect, support, temporarily disconnect, relocate in the same street or other public place or municipal property, or remove from the street or other public place or municipal property any property of the Company when required by the City or the Mayor, or his designee by reason of traffic conditions, public safety, street vacation, freeway and street construction, change of establishment or street grade, installation of sewers, drains or water pipes, power lines, signal lines, or tracks or any other types of structures or improvements by public agencies.
- E. The Company shall, on request of any private party holding an appropriate permit issued by the City, temporarily raise or lower its line to permit the moving of vehicles, building or other structure, and the actual expense of same shall be paid, in advance, by the party requesting the same.
- F. Upon failure of the Company to commence, pursue or complete any work required by law or by provisions of this franchise to be done in any street or other public place or municipal property, within the time prescribed, and to the satisfaction of the City or the Mayor or his designee, the City may, at its option, cause such work to be done and the Company shall pay the City the cost thereof in the itemized amount reported by the City to the Company, within (30) days after receipt of such itemized report.
- G. Prior to the Company's commencing to attach wire, cable, coaxial cable, or other fixtures and appurtenance to poles or towers located within the City, it shall execute license agreements for pole attachments with the appropriate utility and each such license agreement for pole attachments must provide a hold harmless and indemnity clause to the City.
- H. All installation of equipment shall be a permanent nature, durable, and installed in accordance with good engineering practice. The Company's service drops shall be installed in a neat and workmanlike manner including the house attachments so as to preserve the best overall appearance of power, telephone and TV drops through the air and attached to the buildings. TV service drops are to be installed where practicable from the cable away from a pole so as to preserve climbing space on the pole.
- I. In the event a customer discontinues community antenna television service and requests removal of the Company's service drop, such removal shall be accomplished in a neat and workmanlike manner at the Company's expense.
- J. The Company shall grant to the City, 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 City shall hold the Company harmless from all and any actions, causes of action, or damage caused by replacing of the City's wires or appurtenances upon 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. (Ord. 81-1, S8, May 21, 1981) (Ord. 79-2, S8, Oct. 4, 1979)

**4.06.090 Removal of facilities upon request.** Upon termination to services by any subscriber, the Company agrees that no termination charge (or "disconnect charge") shall be levied. (Ord. 81-1, S9, May 21, 1981) (Ord. 79-2, S9, Oct. 4, 1979)

**4.06.100 Relocation of facilities.** In the event that at any time during the period of this agreement, the City shall elect to alter or change the grade of any streets, alleys or other public ways, the Company, upon reasonable written notice by the City shall remove, release, and relocate its poles, wires, cables and underground conduits, manholes and other fixtures at its own expense. Should the poles moved be the property of the holder of any public franchise within the City, the Company shall move its cables and appurtenances attached to the poles at its own expense, with the public franchise holder moving the poles at its own expense. (Ord. 81-1, S10, May 21, 1981) (Ord. 79-2, S10, Oct. 4, 1979)

**4.06.110 Tree trimming.** The Company shall have the authority and is hereby required to trim trees upon and overhanging streets, alleys sidewalks and public places of the City to prevent the branches of such trees from coming in contact with the wires, cables and distribution system components of the Company, at the sole expense of the Company. (Ord. 81-1, S11, May 21, 1981) (Ord. 79-2, S11, Oct. 4, 1979)

**4.06.120 Damages.** The Company shall exercise special precaution to avoid damage to facilities of the City and of any third party supported on said poles; and hereby assumes all responsibility for and agrees to indemnify the City from and against any and all loss or damage, or claims therefore, resulting from the attachment to such poles of the Company's facilities and from any and all acts or omissions of the Company in connection therewith except when the City and/or any third party is negligent which results in damage to the Company's facilities. The Company hereby agrees to pay the cost incurred in making repairs to such facilities of the City or others. The City and/or others will pay to the Company all cost incurred in making repairs to the Company's facilities when the City and/or third parties are negligent when damage occurs to the Company's facilities.

Any damage caused to the property of building owners or users, or any other person by the Company's negligence shall be repaired fully by the Company at the Company's sole expense. (Ord. 81-1, S12, May 21, 1981) (Ord. 79-2, S12, Oct. 4, 1979)

**4.06.130 Insurance.** The Company shall indemnify, protect and save harmless the City from and against losses and physical damage to property, and bodily injury or death to persons, including payments made under any workman's compensation law, which may arise out of or be caused by the erection, maintenance, presence, use

or removal of ALL CATV equipment of any kind or nature whatsoever within the City, or by any act of the Company its agents or employees, or in any way arising out of the granting of this franchise. The Company shall carry insurance to protect itself and the City 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. Such insurance policy shall specifically provide that the City shall be named insured. The amounts of such insurance against liability due to physical damage to property shall be not less than Three Hundred Thousand Dollars (\$300,000.00) aggregate in any single policy year; and against liability due to bodily injury or death of persons, not less than One Hundred Thousand Dollars (\$100,000.00) as to any one person and not less than Three Hundred Thousand (\$300,000.00) as to all such claims arising from any one accident. The Company shall also carry such insurance as it deems necessary to protect it and the City from all claims under the workman'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 period of this agreement. The policies of insurance, or a certified copy or copies thereof, shall be mutually approved by the City Attorney of said City and the Company and shall be deposited with and kept on file by the City Clerk-Treasurer of said City. (Ord. 81-1, S13, May 21, 1981) (Ord. 79-2, S13, Oct. 4, 1979)

**4.06.140 Rates.** The Company agrees that all rate charged to subscribers to its service shall be standard, uniform and reasonable. A copy of the Company's schedule of charges for installation and furnishing of service shall be filed with the City Clerk-Treasurer not less than sixty (60) days prior to the effective date of such charges.

The monthly service rate charged to a subscriber shall not exceed \$7.95 per month for a first outlet, plus an additional \$1.50 per month for FM service, and shall not exceed \$2.00 per month for each additional outlet.

The initial installation charge shall not exceed \$15.00 for the first outlet and \$5.00 for each additional outlet if connected at the time of the original installation.

A reconnection charge shall not exceed \$10.00 for each reconnection after services have been previously furnished and then disconnected.

Installation of additional outlets which are installed after the original installation or after installation where services is reconnected after having been previously furnished and then disconnected shall not exceed the rate of \$10.00 per installation or relocation. In like circumstances there shall be an installation fee of \$10.00 for FM service.

Disconnection shall be free of charge at the Company's expense and shall be carried out with immediate dispatch upon request of the subscriber.

Termination of service due to a subscriber's delinquency in payment for said service shall be at the option of the Company.

Commercial customer charges shall be charged for service based on a rate schedule

which shall be approved by the City upon Proposal by the Company. All normal installations will be charged not more than \$25.00 and installation charges for internal distribution systems shall be charged at the fair market value of the installation based upon time, labor and materials.

The rates as hereinafter provided for shall be effect upon the signing of the agreement, and shall continue thereafter provided, however that the Company reserves the right to increase this monthly rate in the following manner and procedure, namely:

The Company shall notify the City in writing by certified mail of the proposed rate change within fifteen (15) days of the receipt of the certified letter by the City.

The determination of the Company's rates shall be subject to the Rules and Regulations of any State or Federal Authority which may, by due process of law, acquire jurisdiction.

There shall be no charge for disconnection of any of the aforementioned installations or connections. If a subscriber has failed to pay properly due monthly subscriber fee, thirty (30) days after the due date of the said fee, the Company may cause disconnection of the subscriber's cable, installation, however, upon payment in full of the delinquent monthly subscriber fee and reconnection fee, the Company shall promptly reinstate subscriber's cable service.

The Company shall be permitted to require advance payment for installation fees and for one month's advance subscriber fee. The Company shall require no further deposit, advance payment or penalty from any subscriber or potential subscriber without prior approval by the City.

If, in the future, the State of Indiana or the United States of America or any regulatory agency thereof regulates the rates of the Company for the service provided for in the franchise, this section shall be of no effect during such regulation to the extent of any conflict therewith. (Ord. 81-1, S14, May 21, 1981) (Ord. 79-2, S14, Oct. 4, 1979)

**4.06.150 Service protection.** The distribution system shall be installed, operated and maintained in such a manner that no interference will be caused to the reception of signals from standard television broadcast stations or to the reception of signals transmitted by any communications service authorized by any Federal Agency. (Ord. 81-1, S15, May 21, 1981) (Ord. 79-2, S15, Oct. 4, 1979)

**4.06.160 Unauthorized use of service.** Persons receiving CATV service may not alter, extend or otherwise tamper with the Company's facilities to serve equipment than being contracted for. (Ord. 81-1, S16, May 21, 1981) (Ord. 79-2, S16, Oct. 4, 1979)

**4.06.170 Police power.** The Company shall at all times during the life of this permit be subject to all lawful exercises of the police power of the City and to such reasonable regulations as the City shall hereafter by resolution or ordinance provide. (Ord. 81-1, S17, May 21, 1981) (Ord. 79-2, S17, Oct. 4, 1979)

**4.06.180 Sales and service.** Neither the Company nor any of its officers or employees shall engage in the business of selling or repairing television sets or other electronic instruments other than those owned by the Company. This paragraph shall not construed to restrict the Company from connecting their distribution system to television sets or other electronic instruments. (Ord. 81-1, S18, May 21, 1981) (Ord. 79-2, S18, Oct. 4, 1979)

**4.06.190 Installation of facilities.** The Company will proceed as follows pursuant to Federal Communications Commission regulations:

- A. Apply for all necessary grants and/or waivers within ninety (90) days of issuance of franchise.
- B. Apply for pole attachment agreements with the appropriate companies with thirty (30) days after issuance of franchise.
- C. Submit to the City detailed system layout plans within six (6) months after obtaining necessary pole attachment agreements.
- D. Begin construction within (30) days after written approval by the City on system layout plans and receipt of a Certificate of Compliance from the Federal Communications Commission.
- E. Render service to customers in the first section no later than (6) six months after commencement of construction, as defined in subparagraph D above.
- F. Render service to all feasible areas within the City within twenty-four (24) months after commencement of construction, as defined in subparagraph D above. (Ord. 81-1, S19, May 21, 1981) (Ord. 79-2, S19, Oct. 4, 1979)

**4.06.200 Service to municipal buildings and schools.** Company agrees to and shall furnish without installation charge or monthly service fee, one connection to City Hall, and one connection to all fire houses and police stations and public schools within the plant limits. (Ord. 81-1, S20, May 21, 1981) (Ord. 79-2, S20, Oct. 4, 1979)

**4.06.210 Stations to be furnished.** The Company shall furnish the following channels:

- 2 - WTWO, Terre Haute (NBC)
- 4 - WTTV, Indianapolis-Bloomington (IND)
- 7 - WTVW, Evansville (ABC)
- 9 - WNIN, Terre Haute (CBS)
- 10 - WTHI, Terre Haute (CBS)

- 14 - WFIE, Evansville (NBC)
- 22 - WVUT, Vincennes (ED)
- 25 - WEHT, Evansville (CBS)
- 38 - WBAK, Terre Haute (ABC)
- 41 - WDRB, Louisville (IND)

Local origination/Time/Weather

It is the stated intent and purpose of the Company to provide additional station carriage of outside channels dependent upon any "Waiver of the Rules" that the Federal Communications Commission shall grant unto the Company, and that the Company shall pursue such additional channels with diligence.

The service may hereafter be supplemented or altered by additional stations or substituting other stations by the Company if it deems this to be in the best interests of the subscribers.

A set top converter may be provided by the Company for a reasonable initial (one time) charge, to enable subscribers to receive the additional channel capacity when necessary. The Company may also require a refundable deposit not to exceed the Company's actual cost of the converter. The aforesaid refundable deposit may be required by the Company for each set top converter provided and the maintenance of each such set top converter shall be the sole responsibility of the Company without cost to the subscriber, unless through subscriber misuse; not to exceed cost of time and material. The Company may charge a monthly fee for converters. (Ord. 81-1, S21, May 21, 1981) (Ord. 79-2, S21, Oct. 4, 1979)

**4.06.220 Fee.**

- A. During the term of the franchise granted pursuant to this ordinance, the Company shall pay to the City for the use of the streets, public places and other facility, as well as the maintenance, improvements and supervision thereof, an annual franchise fee in an amount equal to not less than three percent (3%) of the annual gross subscriber revenues, received by it from operations conducted within the City.
- B. This payment due the City under the terms of this ordinance shall be computed annually as of December 31 and shall be paid on or before the last calendar day of the next month at the office of the Clerk-Treasurer during the regular business hours. The City shall be furnished a statement with each payment, certified as correct by the Company, reflecting the total amount of gross subscriber revenues, for the twelve month payment period covered by the payment. (Ord. 81-1, S22, May 21, 1981) (Ord. 79-2, S22, Oct. 4, 1979)

**4.06.230 State of the art.** The Company shall upgrade the facilities, equipment and service so that its system is so advanced as the current state of production will allow; provided that necessary and reasonable rate increases to accomplish such improvements are approved by the City. (Ord. 81-1, S23, May 21, 1981) (Ord. 79-2, S23, Oct. 4, 1979)

**4.06.240 Approval of construction.** Wherever in this agreement provision is made for approval of the Company's construction or facilities, such approval shall be given by the person designated by the Board of Trustees of the Town of West Baden Springs, Indiana. (Ord. 81-1, S24, May 21, 1981) (Ord. 79-2, S24, Oct. 4, 1979)

**4.06.250 Transactions affecting ownership of the franchised facility.**

- A. This franchise shall not be assigned or transferred, either in whole or in part, or leased, sublet, or mortgaged in any manner, nor shall title thereto, either legal or equitable or any right, interest or property therein pass or vest in any person, either by the act of the Company or by operation of the law, without the consent of the City Council: Provided, that nothing in this subsection shall be deemed to prohibit a mortgage or pledge of the CATV system, or any part thereof, for the purpose of financing the system. The granting, giving, or waiving of any one or more such consents shall not render unnecessary any subsequent consent or consents; and such consents may not be unreasonable withheld.
- B. The Company shall notify the Council promptly of any actual or proposed change in, or transfer of, or acquisition by any other party of, control of the Company. The word "control" as used herein refers to ownership or control of ten (10%) percent of the stock or right of control of the Company, and also includes actual working control in whatever manner exercised. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, the City Council may inquire into the qualifications of the prospective controlling party, and the Company shall assist the City Council in any such inquiry. If the City Council does not schedule a hearing on the matter within ninety (90) days after notice of the change or proposed change and the filing of a petition requesting such consent, it shall be deemed to have consented. (Ord. 81-1, S25, 1981) (Ord. 79-2, S25, Oct. 4, 1979)

**4.06.260 Service area.** The Company shall not extend service outside the corporate limits of the City unless profitable. Such restriction may be waived by the Common Council upon petition by the Company. (Ord. 81-1, S26, May 21, 1981) (Ord. 79-2, S25, Oct. 4, 1979)

**4.06.270 Prohibition of discriminatory of preferential practices.** The Company shall not, unless expressly authorized by the provisions of this ordinance, in its rates or charges, or in making available the service or facilities of its system, or in its rules

and regulations, or in any other respect, make or grant preferences or advantages to any subscriber or potential subscriber to the system or to any user or potential user of the system; and shall not subject any such persons to any prejudicial or disadvantage. This provision shall not be deemed to prohibit promotional campaigns to stimulate subscriptions to the system or other legitimate uses thereof; nor shall it 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. (Ord. 81-1, S27, May 21, 1981) (Ord. 79-2, S27, Oct. 4, 1979)

**4.06.290 Maintenance personnel and services.** The Company shall maintain a force of one or more resident agents or employees at all times and shall have sufficient employees to provide safe, adequate, and prompt service of its facilities. In addition the Company shall maintain a convenient office or phone contact in the City during normal business hours, for the receipt of sums due by its subscribers and shall further maintain a maintenance service which shall be promptly available to subscribers with a listed telephone number, which shall also be furnished to each subscriber. (Ord. 81-1, S29, May 21, 1981) (Ord. 79-2, S27, Oct. 4, 1979)

**4.06.300 Emergency use of facilities.** The Company shall, in the case of any emergency or disaster, make the entire system available without charge to the City or to any governmental or civil defense agency that the City shall designate. The City will pay for all needed equipment to pre-empt the entire system for emergency or disaster purposes. This section shall be contingent upon the City providing such equipment. (Ord. 81-1, S30, May 21, 1981) (Ord. 79-2, S30, Oct. 4, 1979)

**4.06.310 Filings and communications with regulatory agencies.** Copies of all petitions, applications and communications submitted by the Company to the Federal Communications Commissions Securities Exchange Commission, or any other Federal or State regulatory commission or agency having jurisdiction with respect to any matters affecting CATV operations authorized pursuant to this franchise shall be available at Company's area headquarters. (Ord. 81-1, S31, May 21, 1981) (Ord. 79-2, S31, Oct. 4, 1979)

**4.06.320 Reports.** The Company shall also allow the City to designate a qualified individual to audit upon reasonable notice all the plans, contracts, engineering data, statistical data, customer and service records relating to its system and all other records required to be kept hereunder; and at all times maintain complete and accurate books of account, records of its business and operation, and all other records as required by this ordinance or the franchise. (Ord. 81-1, S32, May 21, 1981) (Ord. 79-2, S32, Oct. 4, 1979)

**4.06.330 Emergency alert.** The system shall be engineered to provide for an audio and video alert system to allow authorized City officials to override the "audio" and "video" signal on all channels and transmit and report emergency information. In the event of any such use by the City, the City will hold harmless and indemnify the Company from any damages or penalties resulting from the use for this purpose. (Ord. 81-1, S33, May 21, 1981) (Ord. 79-2, S33, Oct. 4, 1979)

**4.06.340 Safety, nuisance, requirements.** The Company shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury or nuisance to the public. (Ord. 81-1, S34, May 21, 1981) (Ord. 79-2, S34, Oct. 4, 1979)

**4.06.350 Rights of individuals protected.**

- A. Discriminatory practices prohibited. The Company shall not deny service, deny access, or otherwise discriminate against subscribers, programmers, or general citizens on the basis of race, color, religion, national origin, or sex. The Company shall strictly adhere to the equal opportunity requirements of the FCC, as expressed in Section 76.13 (a) and (8) and 76.311 of Chapter 1 of Title 47 of the Code of Federal Regulations. The Company shall comply with all other applicable Federal, State, County, and City laws and all executive and administrative orders relating to non-discrimination at all times.
- B. Cable tapping prohibited. Neither the Company nor any other persons, agency or entity shall tap or arrange for the tapping of any cable, line signal in-put device or subscriber outlet or receiver for any purpose whatsoever.
- C. Cable monitoring prohibited. Neither the Company, nor any other person, agency or entity shall monitor or arrange for the monitoring of any cable, line, signal in-put device or subscriber outlet or receiver for any purpose whatsoever, without the specific written authorization of the subscriber and the City. The City shall not grant such authorization without having a public hearing on the subject which shall be announced by written notice in a newspaper of general circulation at least ten (10) days before the date of the hearing.
- D. Privacy and other human rights. The Company and the City shall maintain constant diligence with regard to possible abuses of the right of privacy or other human rights of any subscriber, programmer, or general citizen resulting from any device or signal associated with the cable communications system. The possibility of such abuse shall be discussed at every scheduled renegotiating session.
- E. Sale of subscriber lists prohibited. The Company shall not sell or otherwise make available lists of the names and addresses of any of its subscribers, or any lists which identify by name, address, subscriber viewing habits to any person, agency, entity, for any purpose whatsoever, without the specific authorization of the City. The City shall not grant such authorization until after having a public hearing which shall be announced by written notice published in a newspaper of general circulation at least ten (10) days before the date of the hearing. (Ord. 81-1, S35, May 21, 1981) (Ord. 79-2, S35, Oct. 4, 1979)

**4.06.360 Receivership, foreclosure, etc.** The franchise herein granted shall, at the option of the Common Council or its designee, cease and terminate ninety (90) days after the appointment of a receiver or receivers or trustee or trustees, to take over and conduct the business of the Company, whether in a receivership, reorganization, bankrupt, or other action or proceeding, unless such receivership or trustee shall have vacated prior to the expiration of said ninety (90) days, or unless:

- A. Such receivers or trustees shall have, within ninety (90) days after their election or appointment, fully complied with all the terms and provisions of this ordinance and the franchise granted pursuant hereto, and the receivers or trustees within said ninety (90) day period shall have remedied all defaults under the franchise; and
- B. Such receivers or trustees shall, within said ninety (90) days execute an agreement duly approved by the Court having jurisdiction in the premises, whereby such receivers or trustees shall assume and agree to be bound by each and every term, provision and limitation of the franchise herein granted.

In the case of a foreclosure or other judicial sale of the plant, property, and equipment of the Company, or any part thereof, including or excluding this franchise, the Common Council, or its designee, may serve notice of termination upon the Company and the successful bidder at such sale, in which event the franchise herein granted and all rights and privileges of Company hereunder shall cease and terminate thirty (30) days after service of such notice; unless:

- 1. The Common Council shall have approved the transfer of this franchise as and in the manner in this ordinance provided; and,
- 2. Unless such successful bidder shall have covenanted and agreed with the City to assume and be bound by all the terms and conditions of this franchise. (Ord. 81-1, S36, May 21, 1981) (Ord. 79-2, S36, Oct. 4, 1979)

**4.06.370 City's right of Intervention.** The Company shall not oppose intervention by the City in any suit or proceedings to which the Company is a party, wherein the City has specific jurisdiction. (Ord. 81-1, S37, May 21, 1981) (Ord. 79-2, S37, Oct. 4, 1979)

**4.06.380 Resolution of disputes.**

- A. Intent. It is the intent of the City to provide for the orderly resolution of any controversy or dispute between the Company and the City arising out of the enforcement or interpretation of any provision of this ordinance, the franchise agreement, or any rule, regulation, or procedure relating to cable communications matters. Fact finding shall be the means of resolving the great majority of such controversies or disputes.

- B. **Factfinding.** Any controversy or dispute, upon election of whether the City or the Company, shall be submitted to an expert individual acceptable to both parties for an investigation of the facts and a report thereof. Such factfinding shall be for the purpose of developing better information for the use of both parties and shall not be binding on either party. All fees and other expenses resulting from such factfinding shall be borne equally by both the City and the Company. (Ord. 81-1, S38, May 21, 1981) (Ord. 79-2, S38, Oct. 4, 1979)

**4.06.390 New developments.** The Common Council may amend this ordinance or the franchise in order to comply with modifications to the provisions of Subpart C, Section 76.31 of the Rules and Regulations of the Federal Communications Commissions; and it is agreed that any such modifications shall be incorporated into the franchise within one (1) year of adoption of the modification, or at the time of franchise renewal, whichever occurs first. (Ord. 81-1, S39, May 21, 1981) (Ord. 79-2, S39, Oct. 4, 1979)

**4.06.400 Faithful performance bond.** Upon the effective date of a Certificate of Compliance granted by the Federal Communications Commission, the Company shall furnish proof of the posting of a faithful performance bond running to the City with good and sufficient surety approved by the City, in the penal sum of \$5,000.00, conditioned that the Company shall well and truly observe, fulfill and perform each term and condition of this ordinance and the franchise agreement, and that in the case of any breach of condition of the bond, the amount thereof shall be recoverable from the principal and surety thereof by the City for all damages resulting from the failure of the Company to well and truly observe and perform the provisions of this ordinance or the franchise agreement. After construction of the antenna and commencement of service to subscribers, the bond shall automatically be waived as a requirement. (Ord. 81-1, S40, May 21, 1981) (Ord. 79-2, S40, Oct. 4, 1979)

**4.06.410 Non waiver.** Neither the provisions of this section nor any bonds accepted by the City pursuant thereto, nor any damage recovered by the City hereunder shall be construed to excuse unfaithful performance by the Company or limit the liability of the Company under this ordinance or the franchise for damages, either to the full amount of the bond or otherwise. (Ord. 81-1, S41, May 21, 1981) (Ord. 79-2, S41, Oct. 4, 1979)

**4.06.420 Operational standards.** Technical standards for the operation of the system shall, in addition to meeting the requirements specified in this ordinance, conform to all further requirements specified in the franchise agreement which is to be in conformance with the request for proposals, and any other standards or codes therefore as may be adopted by the Federal Communication Commission. (Ord. 81-1, S42, May 21, 1981) (Ord. 79-2, S42, Oct. 4, 1979)

**4.06.430 Forfeiture of franchise.** In addition to all other rights and powers of the City by virtue of the franchise of this ordinance, the City may terminate and cancel the franchise and all rights and privileges of the Company thereunder in the event that the Company either:

- A. Substantially violates any provision of the franchise or this Ordinance or any rule, order, or determination of the Common Council made pursuant thereto, where such violation shall remain uncured for a period of thirty (30) days subsequent to receipt by Company a written notice of such violation, except where such violation is not the fault of the Company or is due to excusable neglect; or:
- B. Attempts to evade any of the provisions of this franchise ordinance or franchise agreement, or practices fraud or deceit upon the City.
- C. Fails to pay all monies due from the Company to the City hereunder after thirty (30) days written notice by the City to the Company.

Such determination and cancellation shall be made by ordinance of the Common Council duly adopted after thirty (30) days' notice to the Company, and shall in no way affect any of the City's rights under this franchise or any provision of law, provided, however, that before the franchise may be terminated and canceled under this section, except for non-payment of monies due to the City from Company, the Company shall be provided with an opportunity to be heard at a public hearing before the Common Council upon fifteen (15) day's written notice to the Company of the time and place of the public hearing; provided, further, that said notice shall affirmatively cite the reasons alleged to constitute a cause for revocation; and provided further that notice of said public hearing shall be published in a local newspaper of general circulation at least five (5) days before the hearing. (Ord. 81-1, S43, May 21, 1981) (Ord. 79-2, S43, Oct. 4, 1979)

**4.06.440 Contravention of Franchise.** A breach by Company of the franchise agreement, in addition to constituting a breach of contract, shall constitute a violation of this ordinance. The cost of litigation incurred by the City to enforce this ordinance or the franchise granted pursuant hereto or in relation thereto, or in relation to the cancellation or termination of a franchise, shall be reimbursed to the City by the Company, unless such ruling is against the City, such costs shall include, but not be limited to, filing fee, cost of depositions, discovery, and expert witnesses, all other expenses of a suit, and reasonable attorney's fee. (Ord. 81-1, S44, May 21, 1981) (Ord. 79-2, S44, Oct. 4, 1979)

**4.06.450 Nonenforcement no estoppel.** The Company shall not be relieved of its obligation to comply promptly with any of the provisions of the franchise by any failure of the City to enforce prompt compliance. (Ord. 81-1, S45, May 21, 1981) (Ord. 79-2, S45, Oct. 4, 1979)

**4.06.460 Captions.** The captions to sections herein are inserted solely for information and shall not affect the meaning or interpretation of the ordinance. (Ord. 81-1, S46, May 21, 1981) (Ord. 79-2, S46, Oct. 4, 1979)

**4.06.470 No recourse against City.** The Company shall have no recourse whatsoever against the Authority or the City or their officers, boards, commissions, agents, or employees acting in their official capacity for any loss, cost, expenses or damage arising out of any provisions or requirements of this franchise or because of its enforcement. (Ord. 81-1, S47, May 21, 1981) (Ord. 79-2, S47, Oct. 4, 1979)

**4.06.480 General terms.** Nothing herein contained shall be construed as affecting the right or privileges previously conferred by the City, by contract or otherwise to others, not parties to this agreement, to use any poles or space reserved for the City's use on poles belonging to others, covered by this agreement; and the City shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such contracts and arrangements.

No use under this agreement however extended, of the City's poles or of space reserved for the City's use on poles belonging to others shall create or vest in the Company ownership or property rights in said poles, but the Company's rights therein shall be and remain a mere license. Nothing contained herein shall be construed to compel the City to maintain any of said poles.

If any section, sentence, clause, or phrase of this agreement is for any reason held illegal, invalid, unconstitutional, such invalidity shall not affect the validity of the agreement and any portion in conflict are hereby repealed. (Ord. 81-1, S48, May 21, 1981) (Ord. 79-2, S48, Oct. 4, 1979)

**4.06.490 Term of franchise.** The franchise and rights herein granted shall take effect and be in force from and after the final passage hereof, as required by law, and upon filing of acceptance by the Company with the Clerk-Treasurer, and shall continue in force and effect for a term of fifteen (15) years until May 21, 2011. (Ord. 93-12, S1, Oct. 19, 1993) (Ord. 81-1, S49, May 21, 1981) (Ord. 79-2, S48, Oct. 4, 1979)

**4.06.500 Renewal option.** Grantee shall have the unlimited option to renew this franchise for an additional period not to exceed fifteen (15) years. Should Grantee desire to exercise this option, it shall notify the City, in writing, not less than three (3) months prior to expiration of this franchise. (Ord. 81-1, S50, May 21, 1981) (Ord. 79-2, S50, Oct. 4, 1979)

**4.06.510 Notices.** Notices under this agreement, except as otherwise indicated, shall be addressed to the Company by addressing the same to its registered firm name: Springs Valley Cablevision Corporation. (Ord. 81-1, S51, May 21, 1981) (Ord. 79-2, S51, Oct. 4, 1979)

**4.06.520 Purpose of payment.** The payments provided for in this agreement to be made to the City are in payment by the Company to the City for the use of the streets and alleys, and additional supervision, maintenance, inspection, regulation, burdens and cost to the City occasioned by reason for the granting of the rights hereunder. (Ord. 81-1, S52, May 21, 1981) (Ord. 79-2, S52, Oct. 4, 1979)

**4.06.530 Modification.** In the event that applicable technical Rules of the Federal Communications Commission (FCC) are amended, it is agreed between the parties that this franchise or agreement shall be modified within one year after such FCC amendments to conform thereto. (Ord. 81-1, S53, May 21, 1981) (Ord. 79-2, S53, Oct. 4, 1979)

**4.06.540 Conflict.** In the event of conflict between any provisions of this franchise and applicable Federal Regulations, the latter shall prevail. (Ord. 81-1, S54, May 21, 1981) (Ord. 79-2, S56, Oct. 4, 1979)

**4.06.550 Severability.** In the event that any one or more provisions of this franchise is held to be illegal or invalid, it is agreed that the remaining provision shall survive between the parties. (Ord. 81-1, S55, May 21, 1981) (Ord. 79-2, S57, Oct. 4, 1979)

## Chapter 4.08

### Operation of a Taxicab

#### Sections:

4.08.010	Definitions
4.08.020	Licenses required
4.08.030	Operator's license - Issuance - Application
4.08.040	Investigation of Applicant
4.08.050	Insurance required
4.08.060	Cancellation or suspension of insurance
4.08.070	License fee - expiration date
4.08.080	Transfer of license
4.08.090	Drivers - qualifications
4.08.100	Vehicles
4.08.110	Rates of fare
4.08.120	Failure to pay fare
4.08.130	Revocation of operator's license
4.08.140	Penalty for violation

**4.08.010 Definitions.** For the purposes of this Ordinance, unless the context indicates a different meaning:

TAXICAB shall mean any motor vehicle used for transportation of passengers for hire, except busses.

OPERATOR shall mean any person, firm, association or corporation, whether owner or lessee, engaged in the business of operation of one or more taxicabs.

DRIVER shall mean any person actually engaged in the driving of a taxicab, either for himself or as the employee of an operator.

STREET shall mean any street, avenue, boulevard, alley or public way within the corporate limits for the Town of West Baden Springs, Indiana. (Ord. 87-2, S1, June 18, 1987)

**4.08.020 Licenses required.** No taxicab shall be operated over or upon the streets of the Town of West Baden Springs until and unless the operator thereof shall have first obtained licenses as herein required and complied with the provisions and regulations contained in this chapter. (Ord. 87-2, S2, June 18, 1987)

**4.08.030 Operator's license - issuance - application.** Licenses for operation of taxicabs shall be issued by the Town Clerk Treasurer when approved by the Town Board upon the filing of an application therefor. Such application shall contain the trade name, if any, under which said business will be operated; the full name and address of the operator, and if a firm, association or corporation, the names and addresses of the members or officers thereof, and shall designate the agent, if any, to be in charge of the business of the operator in the Town of West Baden Springs. Such application shall further contain the number, make and description of the

vehicles to be licensed, the factory or serial number and state license number of each vehicle, and such other information as may be required by the Town Board or Clerk-Treasurer. (Ord. 87-2, S3, June 18, 1987)

**4.08.040 Investigation of applicant.** Upon the filing of an application for a taxicab license, the Town Clerk-Treasurer shall make investigation as to the need for such transportation, taking into consideration the number of operators licensed, the number of taxicabs in operation, the need for additional taxicabs, or taxicab operators, the possible effect on traffic conditions, fitness of the applicant and whether or not the public interest would be better served by the granting of such license, and such other matters as may, in the opinion of the Clerk-Treasurer, bear upon the advisability or necessity for the granting of such license, and report the findings to the Town Board. (Ord. 87-2, S4, June 18, 1987)

**4.08.050 Insurance required.** No license shall be issued to operate a taxicab or taxicabs unless and until the applicant shall file with the Town Clerk-Treasurer an insurance policy of standard form, issued by an insurance company for such taxicab or taxicabs and conditioned to insure to the benefit of any person or the personal representative of any person who may suffer bodily injury or death or property damage by reason of any legal liability on the part of the driver or operator of said taxicab, and providing coverage up to a minimum of \$100,000.00 for injury or death of any one person and up to \$300,000.00 for injury or death of two or more persons in any one accident, and minimum of \$25,000.00 for property damage in any one accident. (Ord. 87-2, S5, June 18, 1987)

**4.06.060 Cancellation or suspension of insurance.** Such policy shall not be canceled or suspended either by the insured or the insurer unless at least ten days notice in writing of the intention to cancel or suspend such policy has been filed with the Town Clerk-Treasurer, and upon such suspension or cancellation of insurance, the license of said operator shall stand suspended until such time as an acceptable policy of insurance shall be on file. (Ord. 87-2, S6, June 18, 1987)

**4.08.070 License Fee - expiration date.** The license fee shall be \$50.00 1st year for each vehicle, such fee to accompany the application for license, and all licenses shall expire one year from date of issuance. (Ord. 87-2, S7, June 18, 1987)

**4.08.080 Transfer of license.** Licenses shall not be transferable to another operator except on application to and approval by the Town Board, such application to be made in the same manner and under the same conditions as the original application for license. License may be transferred to another vehicle owned by the same operator upon showing that the vehicle upon which it was issued is no longer in service and the filing with the Town Clerk-Treasurer of an endorsement by the insurance company showing transfer of insurance from the vehicle originally licensed to another vehicle, such endorsement to be attached to said insurance policy and made a part thereof. (Ord. 87-2, S8, June 18, 1987)

**4.08.090 Drivers - qualifications.** Every operator shall file with the Town Clerk-Treasurer the name, address and age of each and every person who shall be a driver of taxicabs licensed by operator and only such persons may operate such taxicab. Each driver must possess the proper license issued by the Indiana Bureau of Motor Vehicles and must be of the age of eighteen years or over. The right of any person to be a driver of a licensed taxicab may be denied, suspended or revoked by the Town Board at any time for violation of any provision of this Ordinance, violation of any moving vehicle ordinance or statute, or for any cause deemed sufficient by the Town Board. (Ord. 87-2, S9, June 18, 1987)

**4.08.100 Vehicles.** The operator shall be responsible for maintaining any licensed taxicab in proper working order, in clean condition and equipped with all required safety devices. (Ord. 87-2, S10, June 18, 1987)

**4.08.110 Rates of fare.** The rates of fare charged by the operator shall be established by the operator but shall be fair and reasonable. Any passenger of a taxicab shall, upon request, be informed in advance as to such rates. (Ord. 87-2, S11, June 18, 1987)

**4.08.120 Failure to pay fare.** It shall be unlawful for any person to refuse to pay the ordinary and reasonable fare for any taxicab hired by him for the purpose of riding in the same or for the transportation of any persons, goods, wares or other property. (Ord. 87-2, S12, June 18, 1987)

**4.08.130 Revocation of operator's license.** Licenses granted under this chapter may be suspended or revoked at any time by the Town Board if the holder thereof fails to maintain and keep any insurance policy in force, or if in the judgment of the Town Board, the holder or any of his or its agents shall operate any vehicle covered thereby which is not in a safe condition, or for any violation of any of the provisions of this chapter. not less than ten days notice in writing shall be given to such operator of intention to revoke a license and unless he shall, within said time correct the violation complained of, his license may be revoked as herein provided. (Ord. 87-2, S13, June 18, 1987)

**4.08.140 Penalty for violation.** Any person, firm or corporation violating any of the provisions of this chapter shall be guilty of a misdemeanor and subject to a fine of not to exceed one hundred dollars and costs. (Ord. 87-2, S14, June 18, 1987)

## Chapter 4.12

### Peddlers, Itinerant Merchants, Solicitors

#### Sections:

4.12.010	Definitions
4.12.020	Exceptions
4.12.030	Licensing Fee
4.12.040	Display of License
4.12.050	Restricted Places
4.12.060	Penalties
4.12.070	Severance Clause

#### 4.12.010 Definitions.

- A. Peddler - a person who sells and makes immediate delivery at place within the Town of West Baden Springs, other than from a fixed place of business, any goods, produce, or merchandise on the streets or from house to house in the Town of West Baden Springs, other than products which he actually raises on his own land.
- B. Fixed Place of Business - a business operated and conducted from the same location for at least 30 continuous days in the Town of West Baden Springs.
- C. Solicitor - means to sell or take orders at any place within the Town of West Baden Springs other than a fixed place of business for sale of goods or services to be delivered in the future.
- D. Itinerant Merchant - means any person who engages in a temporary business of selling goods and in the furtherance of such business uses any buildings, structure, or vehicle at any place within the Town. (Ord. 1993-7, S1, July 21, 1993) (Ord. 77-1, Mar. 3, 1977)

#### 4.12.020 Exceptions. The provisions of this Ordinance shall not apply to the following:

- A. Any non-profit corporation or fraternal organization that has established a local chapter.
- B. Any farmer selling agricultural products actually raised on his own land, but excluding farmers who buy goods for resale as well.
- C. Any person soliciting or peddling for, for selling tickets for any religious, charitable, school, veterans, or civic organization.
- D. Salesmen for wholesale houses who solicit orders or sell to merchants for resale. (Ord. 1993-7, S2, July 21, 1993) (Ord. 77-1, Mar. 3, 1977)

**4.12.030 Licensing fee.**

- A. Every person desiring a Solicitor's or Peddler's License shall pay to the Clerk-Treasurer a license fee of \$50.00 per year, payable in advance. The Clerk-Treasurer shall deposit this fee into the General Account of the Town of West Baden Springs.
- B. To obtain a License, an application shall be made in writing to the Clerk-Treasurer. The application must be signed and show the name(s) and address(es) of the applicants(s) and the period of time for which said license is desired. The application shall also state the nature and quality of goods to be offered for sale and furnish a full face photograph, two (2) inches square, which shall be attached to the license. If goods or produce, applicant shall state where it is produced or grown. (Ord. 1993-7, S3, July 21, 1993) (Ord. 77-1, Mar. 3, 1977)

**4.12.040 Display of license.**

- A. Every solicitor or peddler licensed shall have his license in his immediate possession at all times and he shall display the license upon demand of any police officer or citizen of the Town of West Baden Springs. (Ord. 1993-7, S4, July 21, 1993)

**4.12.050 Restricted places.**

- A. No peddler shall sell or deliver at any place on public streets.
- B. No person shall peddle or solicit in or from any vehicle while parked or stopped in any area where parking is prohibited, or on any sidewalk in Town. (Ord. 1993-7, S5, July 21, 1993)

**4.12.060 Penalties.**

- A. Any person or firm in violation of any provision of this Ordinance shall commit a Class C Infraction. (Ord. 1993-7, S6, July 21, 1993)

**4.12.070 Severance clause.**

- A. This Ordinance shall be in full effect after it is duly passed and published in accordance with the law. (Ord. 1993-7, S7, July 21, 1993)