

AN ORDINANCE GRANTING TO THE ILLINOIS BELL TELEPHONE COMPANY, ITS LESSEES,  
SUCCESSORS AND ASSIGNS, CERTAIN RIGHTS IN THE  
CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS

6465-2

BE IT ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS

as follows:

SECTION 1. That the ILLINOIS BELL TELEPHONE COMPANY, (hereinafter called the Company), its lessees, successors and assigns, are hereby granted the right to construct, erect, renew, maintain and operate in, upon, along, across, under and over the streets, alleys and public ways of the City of Urbana (hereinafter called the Municipality), lines of poles, anchors, wires, cables, conduits, vaults, laterals and other fixtures and equipment, and to use the same for the transmission of sounds and signals by means of electricity, and especially for the conduct of a general telephone business.

SECTION 2. The location and height above or the depth below the public thoroughfares of the existing lines of poles, anchors, wires, cables, conduits, vaults, laterals and other fixtures and equipment of the Company within the Municipality are hereby approved, and the same shall be maintained and operated under and subject to the provisions of this ordinance. Any change in or extension of any of said poles, anchors, wires, cables, conduits, vaults, laterals or other fixtures and equipment (herein referred to as "structures"), or the construction of any additional structures, in, upon, along, across, under or over the streets, alleys and public ways of the Municipality shall be made under the direction of the City Engineer of the Municipality, or such officer as may be designated from time to time by the governing body of the Municipality for that purpose, who shall, if the proposed change, extension or construction conforms to the provisions hereof, issue written permits therefor. The height above public thoroughfares of all aerial wires and cables hereafter constructed shall conform to the requirements of the Illinois Commerce Commission or other regulatory body having jurisdiction thereof. All structures hereafter installed shall be so placed, and all work in connection with such installation shall be so performed as not to interfere unreasonably with ordinary travel on the highways of the Municipality or with any municipal water or sewer pipes then in place, and in case of bringing to grade or change of grade, or change of width of any street or alley, the Company, provided it is notified thereof in writing at least thirty (30) days prior to the commencement thereof, shall change its structures so as to conform thereto, except where such change of grade or the width of any street or alley is made in connection with the rearrangement, separation or alteration of railroad crossings or is incident to any such rearrangement, separation or alteration. The tops of all vaults constructed by the Company within the Municipality shall present an even surface with the pavement, ground surface, sidewalk or other paved surfaces at the point where laid, and, subject to the exception contained in the last preceding sentence, shall be lowered or raised by the Company to conform to the top of paving or improvement as required by the governing body of the Municipality whenever the grade of the street or alley in which any such vault is located may be at any time hereafter lowered or raised.

SECTION 3. The Company, after doing any excavating, shall leave the surface of the ground in a neatly graded or sodded condition as determined by the City Engineer. All sidewalks, parkways or pavements disturbed by the Company shall be restored by it to as good condition as before said sidewalk, parkway or pavement was disturbed, except that new sidewalks, parkways or pavements shall be built in accordance with existing ordinances and to the satisfaction of the City Engineer of the Municipality, and in the event that any such sidewalk, parkway or pavement shall become uneven, unsettled, or otherwise requires repairing, because of such disturbance by the Company, then the Company, as soon as climatic conditions will permit, shall, promptly, upon receipt of notice from the Municipality so to do, cause such sidewalk, parkway or pavement to be repaired or restored to as good condition as before said sidewalk, parkway or pavement was disturbed by the Company. If, under the terms of this section, restoration of ground, sidewalks, parkways or pavement is to be made with materials or to specifications other than the original used, directions and instructions so to do shall be included in the permit issued by the City Engineer, all in accordance with Section 2 of this ordinance. The Company shall keep all structures which it shall construct by virtue of this ordinance, in a reasonably safe condition at all times, and shall maintain such barriers and danger signals during the construction, repair or renewal work performed hereunder as will reasonably avoid damage to life, limb and property.

SECTION 4. The Company shall, at its own expense, defend all suits that may be brought against the Municipality on account of or in connection with the violation by the Company of any of the obligations hereby imposed upon or assumed by it, or by reason of or in connection with any damage to life, limb or property as a result of any of the structures constructed by it under or by virtue of this ordinance, and shall save and keep harmless the Municipality from any and all damages, judgments, costs and expenses of every kind, that may arise by reason thereof; provided, that notice in writing shall be immediately given to the Company of any claim or suit against the Municipality which, by the terms hereof, the Company shall be obligated to defend, or against which the Company has hereby agreed to save and keep harmless the Municipality and provided further that the Municipality shall furnish to the Company all information in its possession relating to said claim or suit, and cooperate with the Company in the defense of said claim or suit. The governing body of the Municipality may, if it so desires, assist in defending any such claim or suit, but solely under the direction of the Company or its attorneys, and the Company shall not be required to reimburse the Municipality for expenses incurred by it in case of the election so to assist.

SECTION 5. In consideration of the foregoing grant, while the Company is using any pole or poles erected or maintained hereunder, it will permit the Municipality the use of sufficient space for carrying the Municipality's police and fire alarm signal wires by means of one crossarm to be placed, in accordance with the Company's specifications, by the Municipality at its expense, at the top of the space available for the use of the Company on any of said poles, it being understood that the poles upon which space is permitted the Municipality shall be considered, for the purpose of this agreement, as personal property; provided that such wires shall be so placed and maintained by the Municipality that the use of the same will not interfere with the operation and maintenance of the Company's equipment or its use of said poles, and provided further that a thirty (30) inch climbing space shall be maintained between the pole pins on poles jointly used with another public utility. All such police and fire alarm signal wires shall be attached and maintained under the direction and supervision of the Company's authorized representatives and only in compliance with any rules for construction and maintenance of electric power and communication lines as may be ordered by the Illinois Commerce Commission. The Municipality shall, at its own expense, defend all claims, demands or suits on account of any injury to life, limb or property that may result by reason of or in connection with the presence, use, maintenance, erection or removal of the Municipality's police and fire alarm signal wires and their appurtenances pursuant hereto, and hereby agrees to save and keep harmless the Company from any and all damages, judgments, costs and expenses of any kind which may arise by reason thereof.

SECTION 6. So long as the Company exercises and enjoys the rights granted to it hereunder, it will furnish to the Municipality, free of charge, such number of individual line business telephones for business of the Municipality only, as is specified in Section 13 hereof. Said telephones shall be installed in such places within the Municipality as the governing body thereof shall from time to time direct by resolution. Application therefor shall be made by the Municipality on the Company's usual form. The Company, without charge and when directed by resolution of the governing body of the Municipality, shall change the location of any of said telephones, provided that not more than one such change of location in any one year of any telephone furnished hereunder shall be made by the Company without expense to the Municipality. In lieu of all or some of said individual line business telephones, the governing body of the Municipality may elect, by resolution, to have any other local flat rate business exchange service or facilities from time to time offered by the Company to its subscribers in the telephone exchange in which the Municipality is located, to the extent that the aggregate value of all telephone service and facilities so furnished hereunder, based upon the Company's lawful charges from time to time in effect therefor to said subscribers, does not exceed the value, on the same basis, of said individual line business telephones. "Local flat rate exchange service," as used in this section, shall not be construed to include any extended area service available to subscribers under an optional schedule. No liability shall attach to the Company with respect to the furnishing of said service or facilities, or on account of any failure or interruption of said service or facilities, except that the Company will restore such service and facilities promptly upon receipt of notice of such interruption or failure.

**SECTION 7.** The Company after five (5) days' written notice from the governing body of the Municipality to do so, shall remove or raise or lower its structures temporarily to permit the moving of a building or any other object along a highway, provided the benefited party or parties shall agree to pay the Company an amount equal to the actual cost of effecting such temporary changes in its structures; and provided further that, pending the determination of such actual cost, the benefited party or parties shall have deposited with the Company an amount equal to the cost as estimated by the Company. Should any amount of such deposit remain unexpended, after deducting the actual cost involved, said amount shall be returned to the party making the deposit.

**SECTION 8.** In case the Company shall fail or neglect to comply with any or all of the provisions of this ordinance (unless by order of the Illinois Commerce Commission or of any other body, board, commission or court of competent jurisdiction, the Company is otherwise directed, or unless compliance by the Company with such provision is prohibited or adjudged unlawful by an order of the Illinois Commerce Commission or by an order of any other body, board, commission or court of competent jurisdiction), the Municipality reserves the right to repeal this ordinance or rescind this contract, and forfeit the rights hereby created or sought to be created, provided that no such repeal, rescission or forfeiture shall exist or be claimed because of such failure or neglect, until written notice of such failure or neglect so claimed shall have been given to the Company, and a reasonable opportunity afforded it to comply with the provisions hereof or to prove that such compliance already exists. In the event that the Illinois Commerce Commission or any other body, board, commission or court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Company in any matter or thing herein contained, such invalidity or illegality or change shall in no way affect the remaining provisions of this ordinance, or their validity or legality, and this ordinance in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal or such change directed.

**SECTION 9.** So long as the Company exercises the rights granted to it hereunder and so long as the Municipality shall receive the considerations therefore as recited in Sections 5, 6 and 13 hereof, the Municipality will not, by ordinance or otherwise, vacate any street, alley or public way in which the Company has its structures installed without reserving the easement rights of the Company in and to the street, alley or public way to be vacated.

**SECTION 10.** All grants, franchises, rights, licenses and privileges heretofore made or granted by the Municipality by ordinance or otherwise to the Company and all rights of the Company under grants, franchises, rights, licenses and privileges made by the Municipality to others from which the Company may have purchased any part of its poles, lines, equipment or plant, are hereby revoked and repealed, it being the intention that this ordinance shall contain all grants, franchises, rights, permits, licenses and privileges of the Company, and all obligations of the Company in connection therewith.

**SECTION 11.** Whenever the work "Company" or the words "Illinois Bell Telephone Company" are used in this ordinance, they shall be construed to mean the Illinois Bell Telephone Company, its lessees, successors and assigns, and this ordinance shall be binding upon and inure to the benefit of the Company, its lessees, successors and assigns.

**SECTION 12.** This ordinance shall be in full force upon receipt, by the Clerk of the Municipality, of the Company's written and unconditional acceptance of all of the provisions of this ordinance executed by its proper officers thereunto duly authorized, under the corporate seal of the Company, and attested by its Secretary or Assistant Secretary.

**SECTION 13.** Under the terms and conditions stipulated in Section 6, hereof, the Company will furnish seventy-eight (78) individual line business telephones during the first five year period of this ordinance. As of the beginning of the second and each succeeding five year period hereof, the Company shall determine the number of its telephones within the corporate limits of the Municipality. During each of these succeeding five year periods, one telephone, in addition to the number provided during the first five year period, will be furnished to the Municipality for each two hundred and fifty (250) telephones by which the number of telephones in service within the Municipality exceeds 19,500.

PASSED this 1st day of May, A. D. 1964.  
Bess M. Holmes  
City Clerk

APPROVED this 1st day of May, A. D. 1964.  
Stanley B. Seaver  
Mayor

STATE OF ILLINOIS )  
COUNTY OF CHAMPAIGN ) SS  
CITY OF URBANA )

I, Bess M. Holmes, City Clerk of the City of Urbana, Champaign County, Illinois, do hereby certify that I am the keeper of the ordinances of said Municipality; and that the above and foregoing is a true, correct and complete copy of Ordinance Number \_\_\_\_\_ passed by the City Council of said Municipality on the 1st day of May, A. D. 1964, and approved by the Mayor thereof on the 1st day of May, A. D. 1964, as appears from the records of said Municipality.

IN WITNESS WHEREOF, I have hereunto set my hand as City Clerk of said Municipality and have hereunto affixed the seal thereof this 1st day of May, A. D. 1964.

Bess M. Holmes  
City Clerk

