

AN ORDINANCE GRANTING TO THE CENTRAL COMMUNICATIONS COMPANY,  
ITS LESSEES, SUCCESSORS, AND ASSIGNS, CERTAIN RIGHTS IN THE  
CITY OF NOKOMIS, MONTGOMERY COUNTY, ILLINOIS

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NOKOMIS

MONTGOMERY COUNTY, ILLINOIS

as follows:

SECTION 1. That the CENTRAL COMMUNICATIONS 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 Nokomis (hereinafter called the Municipality), lines of poles, towers, anchors, wires, cables, amplifiers, conduits, vaults, laterals, and other facilities, fixtures, and equipment, and to use the same for the transmission and distribution of television and F.M. radio signals for the period of fifteen (15) years from and after the effective date of this ordinance and thereafter until terminated by sixty (60) days' written notice, either by the Municipality to the Company, or by the Company to the Municipality. Provided, however, that in the event of the failure of the Company to make community television service generally available within the Municipality before the expiration of eighteen (18) months from the effective date of this ordinance, the City Council shall have the right, on reasonable notice to the Company, to declare this ordinance and the rights and franchise granted thereunder forfeited, provided, however, failure to comply with these terms by reason of circumstances beyond the reasonable control of the Company shall not be sufficient grounds to declare a forfeiture.

SECTION 2. The location and height above or the depth below the public thoroughfares of said poles, towers, anchors, wires, cables, amplifiers, conduits, vaults, laterals, or other facilities, fixtures, and equipment (herein referred to as "structures"), or any change or extension of said 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 Commissioner of Streets and Public Improvements 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 construction, change, or extension conforms to the provisions hereof, issue written permits therefor. Said construction, change or extension of said structures shall in all respects conform to the requirements of the National Electrical Code and the National Electrical Safety Code as they may from time to time be revised. 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 and streets 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, said 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 said Company within the Municipality shall present an even surface with the pavement at the point where laid, and, subject to the exception contained in the last preceding sentence, shall be lowered or raised by said 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. The Company shall comply with all applicable regulations of the Federal Communications Commission pertaining to radiation from a Community Antenna Television System.

SECTION 3. Said Company, after doing any excavating, shall leave the surface of the ground in a neatly graded condition. All sidewalks, parkways or pavements disturbed by said Company shall be restored by it to as good condition as before said sidewalk, parkway or pavement was disturbed by it, 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 said 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 said Company. Said 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 said 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 said Company of any claim or suit against the Municipality which, by the terms hereof, the said 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 said Company all information in its possession relating to said claim or suit, and cooperate with said 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. So long as said Company exercises and enjoys the rights granted to it hereunder, it shall furnish to the Municipality, free of charge, and in lieu of all occupation and license taxes, a minimum of eight (8) main line connections as hereinafter provided. In addition thereto, said Company shall furnish to the Municipality, free of charge, one (1) main line connection for each five hundred (500) main line connections in excess of three hundred (300) within the municipal limits. Said free connections shall be furnished to the Municipality solely for use by the Municipality, schools or hospitals therein, and shall be installed in such places within the Municipality as the governing body thereof shall from time to time direct by resolution.

In further consideration of the grants by the Municipality to the Company hereunder, the Company agrees to pay to the Municipality, annually, four per cent (4%) of its gross receipts for service (not including installation charges) furnished within the corporate limits of the Municipality.

Payments due the Municipality under the provisions of this ordinance shall be made annually within ninety (90) days after the expiration of the period for which made. The Company, at the time of payment, shall furnish a statement of its gross receipts, (exclusive of installation charges), from customers served within the corporate limits and a computation of the percentage payment for the period covered by such statement, which statement shall be sworn to by the Chief Accounting Officer of the Company and shall be deemed conclusive as to the amount due from the Company to the Municipality for such period unless, within three (3) months after it is furnished, the Municipality shall cause applicable records to be audited at the Municipality's expense by a certified public accountant in a manner which does not unreasonably interfere with the conduct of the Company's business. The result of such audit shall be final and binding upon both parties.

SECTION 6. The Company shall have the authority to promulgate such rules, regulations, terms, and conditions of its business as shall be reasonably necessary to enable the Company to exercise its rights and perform its services under this franchise and to assure an uninterrupted service to each and all of its customers. Aforesaid authority shall at no time be construed to exempt the Company from any lawful exercise of the police power by the Municipality.

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 said Company shall fail or neglect to comply with any or all of the provisions of this ordinance (unless by order of any body, board, commission, or court of competent jurisdiction, said Company is otherwise directed or unless the compliance by said Company with such provision is prohibited or adjudged unlawful by any such order), 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 said 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 any 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. Whenever the word "Company" or the words "CENTRAL COMMUNICATIONS COMPANY" are used in this ordinance, they shall be construed to mean the CENTRAL COMMUNICATIONS COMPANY, its lessees, successors, and assigns, and this ordinance shall be binding upon and inure to the benefit of the said Company, its lessees, successors, and assigns.

SECTION 10. This ordinance shall be in full force and effect thirty (30) days from the time of its passage by the Council of the Municipality and upon the filing with the Clerk thereof, by the CENTRAL COMMUNICATIONS COMPANY, of its written and unconditional acceptance of all the provisions of this ordinance, executed by its proper officers thereunto duly authorized, under the corporate seal of said Company, and attested by its Secretary or Assistant Secretary; provided, however, that if within thirty (30) days of the date of the passage of this ordinance by the Council of the Municipality there be filed a petition, signed by the electors of said Municipality equal in number to at least ten percentum of the entire vote cast for all candidates for Mayor at the last election to which such officer was voted for, protesting against the passage of said ordinance, the effective date of this ordinance shall be suspended until such time as the question of the adoption of this ordinance shall be submitted to the electors of the Municipality at a general or special election, called for that purpose, and until a majority of the qualified electors voting on the adoption of this ordinance shall vote in favor thereof.

PASSED this 7<sup>th</sup> day of July, A. D. 1966.

Miriam Morgan  
City Clerk

SIGNED this 7<sup>th</sup> day of July, A. D. 1966.  
A. O. Rutterkamp  
Mayor

STATE OF ILLINOIS )  
 )  
 )  
COUNTY OF MONTGOMERY ) SS  
 )  
CITY of NOKOMIS )

I, Muriel Morgan, City Clerk of the City  
of Nokomis, Montgomery 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 549 passed by the City Council of said  
Municipality on the 7th day of July, A. D. 1966, and  
signed by the Morgan thereof on the 7th day of  
July, A. D. 1966, as appears from the records of  
said Municipality; and that this ordinance was on file in the office of the  
Clerk of said Municipality at least one week for public inspection before final  
passage thereof.

IN WITNESS WHEREOF, I have hereunto set my hand as City Clerk of said  
Municipality and have hereunto affixed the seal thereof this 7th day of  
July, A. D. 1966.

Muriel Morgan  
City Clerk

Mattoon, Illinois  
July 28, 1966

To the Mayor and City Council  
of the City of Nokomis, Illinois

Gentlemen:

The Central Communications Company hereby presents this, its written and unconditional acceptance of the provisions of a certain ordinance passed by the City Council of the City of Nokomis, Montgomery County, Illinois, on the 7th day of July, A. D., 1966, and approved by the Mayor thereof on the 7th day of July, A. D., 1966, entitled "An Ordinance granting to the Central Communications Company, its lessees, successors and assigns, certain rights in the City of Nokomis, Montgomery County, Illinois" and hereby, in compliance with the terms of said ordinance, files this acceptance with the Clerk of said City.

Yours very truly,

ATTEST:

CENTRAL COMMUNICATIONS COMPANY

  
Secretary

By   
Vice President

STATE OF ILLINOIS     )  
COUNTY OF MONTGOMERY )  
CITY OF NOKOMIS     )

I, Miriam Morgan, City Clerk of the City of  
Nokomis, Montgomery County, Illinois, do hereby certify that I am the  
keeper of the records, papers, entries, ordinances and documents of said  
City, and that the above and foregoing is a true, correct and complete copy  
of a certain document filed in my office on the 7th day of July, A. D.  
1966.

IN WITNESS WHEREOF, I have hereunto set my hand as City Clerk  
of said City, and have hereunto affixed the seal of said City, this  
29th day of July, A. D., 1966.

  
City Clerk