

ORDINANCE #24 of the Town of Redmond, being an Ordinance Granting a Franchise to the Lake Washington Telephone Co., Kirkland, Washington.

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF REDMOND AS FOLLOWS:

SECTION I.

The Town of Redmond hereby grants unto the Lake Washington Telephone Company, a corporation organized under the laws of the State of Washington, its successors and assigns, the right and privilege to do a telephone business within said Town, and to place, erect, lay, maintain and operate in, over and under the streets, avenues, alleys, and highways within said Town, wires and other appliances and conductors for the transmission of electricity for telephone purposes: Such wires or conductors may be strung upon poles or other fixtures above ground, or at the option of said Grantee, its successors and assigns, may be laid under ground in pipes or conduits, or otherwise protected, and such other apparatus may be used as may be necessary or proper to operate and maintain the same.

SECTION II.

It shall be lawful for said Company, its successors or assigns to make all needful and convenient excavations in any of said streets, avenues, alleys and highways for the purpose of erecting, maintaining poles and other supports, or laying pipes or conduits for said wires. But it shall be the duty of said Company to properly protect any such excavations, and in case of any accident or injury to any person by reason of any such excavation of said Company, shall save and keep harmless said Town from any and all liability on that account. Be it further agreed that in event of any accident or other liability resulting from the presence of said Company's property within the limits of the Town of Redmond, said Company shall save and keep harmless said Town from all resulting damage or liability.

SECTION III.

Any and all work done by said Company shall be done with promptness and dispatch, and any street, avenue, alley, or highway disturbed shall be restored to its original condition.

SECTION IV.

Before proceeding to disturb any street, avenue, alley or highway, said Company shall file with the Town Clerk written details and specifications of the work intended to be done, and shall get the same approved by action of the Council of said Town of Redmond.

SECTION V.

All work shall be done under the supervision of such Superintendent of Streets or other Officers as may have charge of the streets. The Town of Redmond shall have the right to suspend upon the poles of the Company, or lay in its conduits, any and all wires it may hereafter require for fire alarm or police telegraph service, which shall not interfere with the telephone service. This accommodation shall be free to the Town of Redmond.

OFFICE OF CITY CLERK

Town of Redmond

SECTION VI.

When it shall be necessary in the opinion of the Town Council of the Town of Redmond to change the location of any pole or poles, the Company shall upon reasonable notice change same. When such change is made at the instance of the Town, the Town shall pay one half the cost of moving same, but not be liable for any interference with the business of the Company.

SECTION VII.

The charges for telephone service to all persons residing in the town or doing business within the town shall not exceed the following rates or those determined in the future by the State Public Service Commission.

| | | |
|--------|----------------------------|------|
| Rates: | Four Party Residence----- | 2.00 |
| | Four Party Business----- | 2.50 |
| | Individual Residence----- | 2.50 |
| | Individual Business----- | 3.50 |
| | Eight Party Residence----- | 1.50 |
| | Eight Party Business----- | 2.00 |

Service to Seattle---10¢ for the first minute of conversation and 5¢ for each succeeding minute, or as provided for by the State Public Service Commission.

Long distance service other than Seattle shall be charged for at the regular rates.

Collection methods used and installation charges or deposits required shall be according to the Public Service Privileges as provided for by the State Public Service Commission of Washington.

SECTION VIII.

All poles erected and maintained under this franchise must be of sufficient capacity to accommodate any telephone franchises that may be granted by the Town of Redmond at any future period and under such common user clause and arrangements may be ordered by the Town of Redmond. Such specifications for construction to be decided on by the Town of Redmond, the Lake Washington Telephone Co., and all other telephone companies directly concerned. This same construction to remain in use during such period as it shall be efficient and accommodate all requirements necessary to users.

SECTION IX.

Failure on the part of any common user or renter of attachments to lines constructed under this franchise to keep all lines attached by him in first class shape and working order and free from interference with other lines shall warrant the forfeiture of his rights to such attachments as are provided for in this franchise, and all attachments in error shall be removed by the owner of the main construction.

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Under this franchise, the Town of Redmond guarantees to the Lake Washington Telephone Co. that common user clauses will be inserted in such franchises as are granted in the future or as long as this franchise is effective, and furthermore that all future accommodations of the Lake Washington Telephone Co. shall be provided for in such franchises as are granted to others in the future permitting them to use or occupy sites for telephone line construction.

SECTION XI.

Under this franchise the Lake Washington Telephone Co. agrees to furnish the best service possible at the present time, and to endeavor to improve such service in all manner possible.

SECTION XII.

All terms, conditions, and provisions of this Ordinance shall be binding a aforesaid Company and its successors and assigns; and for any violation thereof, the Town of Redmond may declare this franchise forfeited.

SECTION XIII.

Within 15 days after the passage of this Ordinance the Company shall file with the Town Clerk an acceptance thereof, agreeing to be bound by all the terms thereof; and in case of its failure so to do the grant herein contained shall lapse.

SECTION XIV.

All grants herein contained shall extend for a period of 25 years from the date of the passage of this Ordinance.

Passed by the Council this 14 day of June, 1916.

A. Reed, Clerk.

H. A. Reil, Mayor.