

AN ORDINANCE TO GRANT A TELEPHONE FRANCHISE
TO THE LAKE WASHINGTON TELEPHONE COMPANY
Kirkland, Washington

Be it ordained by the council of the town of Redmond:

Section 1.

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 the 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 2.

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 excavations 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 3.

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 4.

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 5.

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.

Section 6.

Whenever 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 7.

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
Service to Seattle: 10 cents for the first minute of conversation and 5 cents 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 8.

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 arrangement as may be ordered by the town of Redmond. Such specifications for construction to be decided on by The Town of Redmond, The Lake Washington Company and all 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 9.

Failure on the part of any common user or renter of

attachments to lines constructed under this franchise to keep up 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.

THE COMPANY SHALL FURNISH TO THE TOWN, FREE OF CHARGE ALL TELEPHONE SERVICE NECESSARY TO THE CONDUCT OF ITS EXCLUSIVE BUSINESS AT THE MEETING PLACE OF THE CITY COUNCIL, OR AT ITS CITY HALL. ALSO AT FIRE STATIONS, POLICE STATIONS, AND WATER OR STREET DEPARTMENT HEADQUARTERS.

THIS SERVICE SHALL NOT INCLUDE TELEPHONES IN PRIVATE HOMES OR PLACES OF BUSINESS OF TOWN OFFICIALS OR EMPLOYEES, OR PROVIDE SERVICE IN LOCATIONS WHERE COMPANY LINES DO NOT EXTEND.

LONG DISTANCE SERVICE WILL BE FURNISHED SUBJECT TO THE REGULAR RATES OF SERVICE.

use or occupy sites for telephone line construction.

Section 11.

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

Section 12.

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

Section 13.

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 14.

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

Introduced May 3d 1944 by F.W.Buckley

Passed its first reading

Passed its second reading on June 7th 1944

A motion was made by John Heiser and seconded by F.W.Buckley
that the ordinance be adopted, said motion was carried.

Attest

H. A. Reil
Town Clerk

Signed

Wm. Brown
Mayor