

ORDINANCE No. 311

An Ordinance granting to Walter M. Campbell, and his assigns, the right for a period of fifty years to construct, erect, maintain and operate poles and wires with all necessary and auxiliary fixtures, upon, over and along the streets, avenues, alleys, lanes, high-ways and public places of the City of Redlands, <sup>San Bernardino County, California,</sup> and to transmit sounds, signals, conversations and intelligence by means of electricity over said wires, and of carrying on a general telephone, telegraph, district messenger and burglar alarm business.

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The Board of Trustees of the City of Redlands DO ORDAIN as follows:

Section 1. That the right, privilege and franchise is hereby granted to Walter M. Campbell, and his assigns, to construct, erect, maintain and operate, for a term of fifty years, poles and wires with all necessary and auxiliary fixtures, upon, over, and along the streets, avenues, <sup>lanes,</sup> alleys, high-ways and public places of the said City of Redlands, <sup>San Bernardino County, California,</sup> and to transmit sounds, signals, conversations and intelligence through and over said wires by means of electricity, together with the right to construct, operate and maintain all necessary feeders, surface wires, house connections and such other apparatus and appliances in connection therewith as may be necessary for the purpose of safely and efficiently operating and maintaining said system of poles, wires and fixtures and of carrying on a general telephone, telegraph, district messenger and burglar alarm business by means thereof.

That the said right, privilege and franchise is hereby granted and shall be at all times exercised and enjoyed subject to each and every of the terms and conditions of this Ordinance.

Section 2. That the grantee<sup>of this franchise</sup>, or his assigns, shall in good faith, within four months ~~after~~ from the granting of the franchise, begin work thereunder and shall lay out and expend for material and labor used and performed in the construction and erection of said poles, and in the construction and installation in connection therewith, of wires, switchboards and telephonic apparatus and appliances, the following sums within the periods hereinafter mentioned, respectively: Five thousand dollars, (\$5,000) , within twelve months after the granting of said franchise; a further and additional sum of five thousand dollars, (\$5,000.), within fifteen months after said grant; a further and additional sum of ten thousand dollars, (\$10,000), within eighteen months after said grant; and a further and additional sum of ten thousand dollars, (\$10,000) within twenty-four months after the granting of said franchise.

And it shall be the duty of the grantee of this franchise, or his assigns, to file with the City Clerk of the City of Redlands, before or within ten days after the expiration of each of said periods of twelve, fifteen, eighteen and twenty-four months after the granting of said franchise, a statement, verified by the oath of said grantee, or his assigns, showing the sums expended for said material and labor by said grantee, or his assigns, during the preceding period of twelve, fifteen, eighteen or twenty-four months, as the case may be. And any failure or omission to pay out and expend for said labor and material the full sum herein before required to be expended within either of the respective periods prescribed, or any omission or refusal to file within the times herein prescribed any of said verified statements, shall, ipso facto, work a forfeiture of the said franchise and of all rights thereunder to the City of Redlands.

Section 3. That the poles to be erected and maintained under said franchise shall be of a size and character satisfactory to the Board of Trustees of the City of Redlands, and shall be erected and located in conformity with the instructions and to the satisfaction of the Board of Trustees, and shall be subject to any resolutions or ordinances relative to the same that may be hereafter passed by the Board of Trustees of said City.

No shade trees shall be disturbed, cut or damaged by the grantee of this franchise, or his assigns, in the prosecution of the work hereby authorized, without the permission of the Board of Trustees, or of some officer designated by said Board for the purpose, first had and obtained. Said city shall have the right at any time to require the removal of any and all poles erected under such franchise, and being within the fire limits of said city as the same now or may hereafter exist, and cause all wires thereon within said limits to be placed underground; provided that such right shall not be exercised except by ordinance, applicable alike to all telephone, telegraph and electric poles and wires within said limits owned or held by any and all persons, companies and corporations doing business within said city.

Section 4. That the grantee of said franchise, or his assigns, shall, within thirty days from the date of the commencement of the operation of said telephone business, furnish to the City of Redlands ten telephones and connect the same with the telephone system of said grantee, or his assigns, and thereafter maintain and keep the same in good repair and working order during the term of said franchise, without expense or charge to the City of Redlands; said ten telephones to be placed in such position, and in such public offices, buildings or places, as the Board of Trustees of said City may from time to time reasonably require; and that said grantee, or his assigns, shall, if required by said city, furnish and allow to

it, during the term of said franchise, the free use of four pins of the top cross-arm of each of the poles erected or maintained under said franchise during the whole term thereof, for the purpose of carrying or stringing wires used by said city for police or fire-alarm purposes, provided, however, that said city shall, in its use and maintenance of its conductors on such cross-arms comply with the reasonable plans and rules of the said grantee, or his assigns, so that there shall be a minimum of danger of contact between the said wires <sup>and the wires</sup> or cables of the said grantee, his or his assigns.

Section 5. That all telephone lines constructed or operated under said franchise shall have full metallic circuits.

Section 6. That the rent or charge for an unlimited, independent, metallic circuit, telephone service in the system established or maintained under said franchise, shall not exceed thirty-nine (\$39) Dollars per annum for a telephone installed in any business office or premises within a radius of one and one-half miles from the intersection of Central Avenue and Orange Street, and an additional charge not to exceed six (\$6) dollars per annum for each additional mile or fraction thereof, and a charge not to exceed twenty-seven (\$27) dollars per annum for a telephone installed in a private residence, for residence use, within a radius of one and one-half miles from the intersection of Central Avenue and Orange street, and an additional charge not to exceed six (\$6) dollars per annum for each additional mile or fraction thereof; provided, however, that an additional charge of six (\$6) dollars per annum may be made on all telephones installed when the total number exceeds one thousand, and a further and additional charge of six (\$6) dollars per annum on all telephones <sup>installed</sup> in like manner on each additional thousand or fraction thereof above five hundred. Any subscriber who so desires may at his own expense, and paying the usual rate for service, put in his own instrument and have the same connected with the system installed under this franchise.

Section 7. That, except as hereinafter provided, ~~the~~ said grantee, or his assigns, shall not, without the consent of the City, evidenced by ordinance, sell, lease or transfer the poles, wires or appliances of any kind or description, or sell, lease, ~~assign or transfer any of the rights or privileges herein~~ authorized or granted, to any person, company, trust or corporation, now or hereafter engaged in the telephone, telegraph, district messenger or burglar alarm business, and shall not at any time enter into any combination, directly or indirectly, with any person or persons, or any corporation, concerning the rate to be charged for telephone, telegraph, district messenger or burglar alarm services, and no officers, employees or managers of the telephone, telegraph, district messenger or burglar alarm system, authorized under this franchise shall, at the same time, be in charge of, or be officers, employees or managers of, any other telephone, telegraph, district messenger or burglar alarm system constructed or being operated in this city; provided, however, that said grantee, or his assigns, may assign this franchise to a corporation organized by him or them under the laws of the State of California, or some other State of the United States, for the purpose of carrying on a general telephone, telegraph, district messenger and burglar alarm business, and of owning, constructing, maintaining and operating lines, cables, wires and other electrical conductors, together with all necessary feeders, service wires and house connections to be used for the transmission of sounds, signals and intelligence by means of electricity, in the City of Redlands.

And, provided, further, that the City of Redlands may, at any time after the expiration of five years from the date of the grant of this franchise, purchase all the telephone, telegraph, district messenger and burglar alarm lines, property and effects constructed or acquired in pursuance hereof at an appraised value to be ascertained by five competent, disinterested persons,

two of whom shall be selected by the mayor or other chief executive officer of said City, two by the owner of the franchise, and one by the four so previously selected.

Section 8. That the grantee of this franchise, or his assigns, shall keep full, true and correct books of account, showing in detail all receipts of money or property arising from or out of such business, and shall, during the life of said franchise, pay to the City of Redlands, in lawful money of the United States, two per centum of the gross annual receipts of such grantee, or his assigns, or rentals, or from the leasing or letting of lines or poles, arising from the use, operation or possession of said franchise. No percentage shall be paid for the first five years succeeding the date of the franchise, but thereafter such percentage shall be paid annually. And it shall be the duty of the grantee of said franchise, or his assigns, to file with the City Clerk of the City of Redlands, at the expiration of six years from the

Section 9. That the grantee of said franchise, or his assigns, and every five days after such franchise is awarded, file each year thereafter, a statement, verified by the oath of said grantee, or his assigns, or by the oath of the manager or presiding officer of said grantee, or his assigns, showing the total gross receipts and gross earnings collected or received or in any manner gained or derived by the said grantee, or his assigns, during the preceding twelve months, from telephone, telegraph, district messenger and burglar alarm charges and ~~xx~~ rentals, and from the leasing or letting of lines or poles. And within ten days after the time of filing the aforesaid statement, it shall be the duty of the said grantee, or his assigns, to pay to the City Treasurer of the City of Redlands the aggregate sum of the said per centage upon the amount of the gross annual receipts arising from the use, operation or possession of said franchise, determined and computed in the manner hereinbefore provided. And any neglect, omission or refusal by the said grantee, or his assigns, to file said verified statement, or to pay said percentage of said gross annual receipts, at the times or in the manner hereinbefore provided, shall, ipso facto, work a forfeiture of the franchise herein ~~granted~~ granted and

of all rights thereunder to the City of Redlands. The grantee of said franchise, or his assigns, doing business thereunder, shall keep full, true and correct books of account, showing in detail all receipts of money or property arising from or out of such business, or from telephone, telegraph, district messenger and burglar alarm charges and rentals, or from any such charges or rentals, or from the leasing or letting of lines or poles, which books of account, after the first five years succeeding the date of the franchise, shall at all times be open to inspection and examination by the Board of Trustees of said City, or any officer, agent or expert designated by said Board for the purpose.

Section 9. That the grantee of said franchise, or his assigns, shall, within five days after such franchise is awarded, file with the Board of Trustees of said city a bond, running to said city, with at least two good and sufficient sureties, to be approved by said Board of Trustees, in the penal sum of ten thousand (\$10,000) dollars, conditioned that said grantee, or his assigns, shall expend the sum of money within the times, respectively, and for the purposes as is in Section 2 of this franchise provided; and that in case of any breach of condition of such bond, the whole amount of the penal sum therein named shall be taken and deemed to be liquidated damages, and shall be recoverable from the principal and sureties upon said bond. In case such bond shall not be filed, the award of such franchise shall be set aside, and the same may be granted to the next highest bidder, or again offered for sale in the discretion of the Board of Trustees.

Section 10. That any neglect, failure or refusal to comply with any of the terms, provisions or conditions of said franchise, shall thereupon, immediately, ipso facto, effect a forfeiture thereof, and the said city, by its Board of Trustees, may there-



upon declare said franchise forfeited, and may exclude said grantee, or his assigns, from the further use of the streets of said city under said franchise, and said franchise shall be deemed and shall remain null, void and of no effect.

Section 11. This Ordinance shall take effect from and after its passage.

*William Fowler*

President of the Board of Trustees of said city.

Attest:

~~L. W. Clark~~ *L. W. Clark*

city clerk of said city of Redlands.

I hereby certify that the foregoing ordinance was passed by the Board of Trustees of the city of Redlands on the 17<sup>th</sup> day of December, A.D. 1902, by the following vote:

Ayes: Messrs. Musgrave, Hayes, leave and Fowler.

Noes - None.

city clerk of the city of Redlands, State of California