

CHAPTER 111 ELECTRIC FRANCHISE

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111.01 FRANCHISE GRANTED

There is hereby granted to INTERSTATE POWER AND LIGHT COMPANY, hereinafter referred to as the "Company," its successors and assigns, the right and franchise to acquire, construct, reconstruct, erect, maintain and operate in the City, works and plants for the emergency manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the distribution of electric current along, under and upon the streets, alleys and public places in the said City to supply individuals, corporations, communities, and municipalities both inside and outside of said City with electric light, heat and power for the period of twenty-five (25) years, subject to a right of cancellation only at the end of the tenth (10th) and twentieth (20th) year anniversaries of the "Anniversary Date"; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

111.02 POLES AND WIRES; INDEMNIFICATION.

The poles, lines, wires, circuits, and other appliances shall be placed and maintained so as not to unnecessarily interfere with the travel on said streets, alleys, and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City, and the said Company, its successors and assigns shall hold the City free and harmless from all damages to the extent arising from the negligent acts or omissions of the Company in the erection or maintenance of said system.

111.03 EXCAVATIONS.

In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, and shall reconstruct pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical.

111.04 CONSTRUCTION AND MAINTENANCE.

The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement thereof, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request of a commercial or private developer, the Company shall receive payment for the cost of such relocation as

a precondition to relocating its existing facilities or equipment. The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City will cooperate with and assist the Company in finding a reasonable alternative location for the Company's facilities. The City shall give the Company reasonable advance written notice to vacate a public right-of-way. Prior to vacating a public right-of-way, the Company shall be provided an opportunity to secure an easement to allow it to operate and maintain its existing facilities.

111.05 METERS.

The Company, its successors and assigns, shall furnish and install all meters at its own expense, and shall provide the service wire to buildings as set forth in the Company's tariff filed with the Iowa Utilities Board.

111.06 SYSTEM REQUIREMENTS.

The system authorized by this chapter shall be modern and up-to-date and shall be of sufficient capacity to supply all reasonable demands of said City and its inhabitants thereof and shall be kept in a modern and up-to-date condition.

111.07 NONEXCLUSIVE.

The franchise granted by this chapter shall not be exclusive.

111.08 CONTINUOUS SERVICE.

Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, acts of God, unavoidable accidents or casual ties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

111.09 FRANCHISE FEE.

In its monthly billing the Company shall include a franchise fee of two percent (2%) or such other amount as hereinafter authorized by the City Council, consistent with state law, on the gross receipts from the sale of electricity to the Company's electric customers located within the corporate limits of the City.

(Ord. 168 – March 20 Supp.)

111.10 TERM OF FRANCHISE.

The term of the franchise granted by this chapter and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its acceptance by the said Company, as herein provided. The City may cancel this franchise on the tenth (10th) or twentieth (20th) anniversary of the Anniversary Date of this franchise by notifying Company in writing of its desire to do so, said notification to be given within thirty (30) days of the tenth (10th) or twentieth (20th) anniversary respectively of this franchise. If

Company is not notified of the cancellation by the tenth (10th) or twentieth (20th) anniversary then this franchise shall continue without cancellation until the twenty-fifth (25th) year. The Anniversary Date shall be the date this franchise is filed with the City Clerk or otherwise effective by operation of law.

111.11 ENTIRE AGREEMENT.

This chapter sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the written approval and acceptance of the Company. Upon written acceptance by the Company, this chapter shall supersede, abrogate and repeal the prior electric system ordinance between the Company and the City as of the date the ordinance codified by this chapter is accepted by the Company. Notwithstanding the foregoing, except to the extent necessary for the City to exercise its police powers, in no event shall the City enact any ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this chapter, that create additional burdens upon the Company, or which delay utility operations.

(Ch. 111 - Ord. 135 - Mar. 11 Supp.)