

## CHAPTER 111

# ELECTRIC FRANCHISE

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**111.01 FRANCHISE GRANTED.** There is hereby granted unto INTERSTATE POWER AND LIGHT COMPANY, hereinafter referred to as the “Company,” its successors and assigns, the right and franchise to acquire, construct, erect, maintain, and operate in the City works and plants for the 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 transmission of electric current along, under, and upon the streets, avenues, alleys, and public places in the City, and also includes the right to erect and maintain upon the streets, avenues, alleys, and public places transmission lines through the City, to supply individuals, corporations, communities, and municipalities both inside and outside of the City with electric light, heat, and power for the period of twenty-five (25) years<sup>†</sup>, subject to a limited right of cancellation at the end of the tenth, fifteenth, and twentieth anniversaries of the Anniversary Date as defined herein, and also includes the right of eminent domain as provided in Section 364.2 of the *Code of Iowa*.

**111.02 PLACEMENT OF FACILITIES.** The poles, wires, and appliances shall be placed and maintained so as not to unnecessarily interfere with the travel on said streets, alleys, and public places in the City or 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 arising from the negligent acts or omissions of the Company in the erection or maintenance of said system.

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

**111.04 QUALITY OF SYSTEM.** 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 the City and its inhabitants and shall be kept in a modern and up-to-date condition.

**111.05 NONEXCLUSIVE FRANCHISE.** The franchise granted by this chapter shall not be exclusive.

**111.06 NO INTERRUPTION OF SERVICE.** Service to be rendered by the Company under this chapter shall be continuous unless prevented from doing so by fire, acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service

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<sup>†</sup> **EDITOR’S NOTE:** Ordinance No. 47, adopting an electric franchise for the City, was passed and adopted by the Council in 2002.

the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

**111.07 TERM OF FRANCHISE.** The term of the franchise granted by this chapter and the rights granted hereunder 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 the franchise on the tenth, fifteenth, or twentieth anniversary of the Anniversary Date of the franchise by notifying Company in writing of its desire to do so, said notification to be given within thirty (30) days of the tenth, fifteenth, or twentieth anniversary of the franchise. If Company is not notified of the cancellation by the tenth, fifteenth, or twentieth anniversary, then the franchise shall continue without cancellation until the 25<sup>th</sup> year. The Anniversary Date shall be the date the franchise is filed with the City Clerk or is otherwise effective by operation of law.

**111.08 AMENDMENTS.** 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 approval and acceptance of the Company. Notwithstanding the foregoing, in no event shall the City enact any ordinance or place any limitations, either operationally or through the assessment of fees, that create additional burdens upon the Company, or which delay utility operations.

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