

CHAPTER 110

NATURAL GAS FRANCHISE

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110.01 GRANT OF FRANCHISE. There is hereby granted to INTERSTATE POWER AND LIGHT COMPANY, hereinafter referred to as the "Company," its successors and assigns, the right, franchise, and privilege for the term of twenty-five (25) years, subject to a limited right of cancellation at the end of the tenth, fifteenth, and twentieth anniversaries of the Anniversary Date, as defined in this chapter, from and after the passage, adoption, approval and acceptance of the ordinance codified in this chapter,[†] to lay down, maintain, and operate the necessary pipes, mains, and other conductors and appliances in, along, and under the streets, avenues, alleys, and public places in the City, as now or hereafter constituted, for the purpose of distributing, supplying, and selling gas to the City and the residents thereof and to persons and corporations beyond the limits thereof, and also includes the right of eminent domain as provided in Section 364.2 of the *Code of Iowa*. The term "gas" as used in this franchise shall be construed to mean natural gas only.

110.02 INDEMNIFICATION. The mains and pipe of the Company must be so placed as not to unnecessarily interfere with water pipes, drains, sewers, and fire plugs which have been or may hereafter be placed in any street, alley, and public places in said 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 laying down, operation and maintenance of said natural gas distribution system.

110.03 EXCAVATIONS. In making any excavations in any street, alley, avenue or public place, the 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, shall back fill all openings in such manner as to prevent settling or depressions in surface, and shall replace the surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical and if defects are caused shall repair the same.

110.04 STANDARDS OF SERVICE. Said Company, its successors and assigns, shall throughout the term of the franchise distribute to all consumers gas of good quality and shall furnish uninterrupted service, except as interruptible service may be specifically contracted for with consumers; provided, however, any prevention of service caused by fire, act of God or unavoidable event or accident shall not be a breach of this condition if the Company resumes service as quickly as is reasonably practical after the happening of the act causing the interruption.

[†] **EDITOR'S NOTE:** Ordinance No. 46 adopting a natural gas franchise for the City, was passed and adopted by the Council in 2002.

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

110.06 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 25th year. The Anniversary Date shall be the date the franchise is filed with the City Clerk or is otherwise effective by operation of law.

110.07 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.