

## CHAPTER 111

# ELECTRIC FRANCHISE

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**111.01 FRANCHISE GRANTED.** There is hereby granted to Alliant Energy in its assigned service territory, its successors and assigns, the right and franchise to acquire, construct, erect, maintain and operate in the City Of Postville, Allamakee and Clayton Counties, Iowa, 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 said City of Postville, Allamakee and Clayton Counties, Iowa; also the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the said City of Postville, Allamakee and Clayton Counties, Iowa, 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; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

**111.02 INDEMNITY.** 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 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 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 buildings as set forth in the Company tariffs filed with the Iowa Utilities Board.

**111.04 MODERN 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 said City and its inhabitants thereof and shall be kept in a modern and up-to-date condition.

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

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

**111.07 TERM.** The term of the franchise granted by this chapter and the rights granted hereunder shall continue for the period of twenty-five (25) years and after its acceptance by the said Company, as herein provided.

**111.08 ENTIRE AGREEMENT.** The chapter sets forth and constitutes the entire agreement between the Company and the City Of Postville 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 Of Postville 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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**EDITOR'S NOTE**

**Ordinance No. 564-01 adopting an electric franchise for the City was passed and adopted on November 12, 2001.**