

TITLE VII SPECIAL ORDINANCES

CHAPTER 2 NATURAL GAS FRANCHISE

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7-2-1 PURPOSE. The City of Coggon, Iowa, hereby grants unto Iowa Electric Light and Power Company, an Iowa Corporation, its successors and assigns, hereinafter called the grantee, a non-exclusive franchise and right for a period of twenty-five years from and after the date this ordinance becomes effective, to erect, construct, reconstruct, maintain, and operate within the corporate limits of said City of Coggon, Iowa, as the same now are or hereafter may be located or extended, a natural gas plant or plants, and/or a plant or plants for the manufacturing and processing of any and all kinds of gas, and to erect, construct, reconstruct, maintain and operate within said corporate limits distributing systems for the distribution of natural gas or any and all other types and kinds of gas, whether said plant or plants and distribution systems have been heretofore or hereafter may be constructed, together with the franchise and right to enter upon and to use and occupy the streets, avenues, alleys, bridges, and other public places of said city as the same now are of hereafter may be located or extended, for the purpose of constructing, reconstructing, maintaining, and operating therein, thereon, and thereunder systems for the distribution of natural gas and/or any and all other kinds of gas, consisting of mains, pipes, pipe lines, distributing lines, conduits, and other equipment, appurtenances, and construction necessary or incident to said distribution systems, and together with the franchise and right to supply, distribute and sell natural gas and/or any and all other kinds of gas to said city and to the inhabitants thereof and others within and without the corporate limits of said city for any and all purposes, and upon such terms and conditions and under such restrictions and regulations as hereafter may be provided by the rule-making body having jurisdiction thereof.

7-2-2 MAINTENANCE. The grantee shall maintain within said city a modern gas service, with sufficient capacity to meet the reasonable requirements of its patrons, and shall supply same in such a manner as to render efficient service unless prevented by an Act of God, a public enemy, a governmental authority, or by a cause not under the control of the grantee, and in any such event, the grantee may adopt reasonable rules and regulations governing the volume of gas which it shall be required to furnish its patrons or any class of patrons.

7-2-3 NO INTERFERENCE. The systems for the distribution of gas shall be constructed, maintained, and operated by the grantee in such a manner as not to endanger persons or property and so as not to interfere unreasonably with any improvements the city may deem proper to make, or to hinder unnecessarily or obstruct the free use of the streets, avenues, alleys, bridges, or other public places, and so as not to interfere with the sewers, drainage, or water system of said city.

7-2-4 EXCAVATIONS. Whenever the grantee, in erecting, constructing, or maintaining said distribution systems, shall take up or disturb any pavement or sidewalk or make any excavation in the streets, avenues, alleys, bridges, or public places of said city, such excavations shall at once be refilled and the pavement, sidewalk, or other improvement replaces to the satisfaction of the city officials, and in case of failure to do so as promptly as is practical, the city may do so at the expense of the grantee.

7-2-5 EXTENSIONS. The grantee shall extend its mains as provided by its most current gas tariff and applicable rules promulgated by the governing regulatory body for customers in all cases where bona fide customers apply in writing to be supplied with gas and if said applicants shall sign reasonable contracts for the use of gas.

7-2-6 HOLD HARMLESS. The grantee shall hold the city harmless from any and all causes of action, litigation, or damages which may arise through or by reason of the construction, reconstruction, maintenance, and operation of said systems for the distribution of gas and other construction hereby authorized.

7-2-7 RIGHTS OF SALE. Said grantee shall have the right to supply, distribute, and sell gas for any and all purposes to said city and to the inhabitants thereof, and to charge therefor such just and reasonable rates as hereafter may be fixed and determined by the rate-making body established under the laws of the State of Iowa and given jurisdiction thereof.

7-2-8 SUCCESSORS AND ASSIGNS. All the provisions of the ordinance shall apply to the successors or assigns of the grantee with the same force and effect as they do to the grantee itself.

7-2-9 ACCEPTANCE. The grantee shall, within sixty (60) days after the publication of this ordinance, signify in writing an acceptance of the grant herein, including the conditions and restrictions expressed, and this ordinance and the franchise granted herein, shall not be operative or binding until such acceptance is filed with the city clerk. The grantee shall pay the costs incurred in holding the election to submit this ordinance to the legal electors for their approval as provided by law.

7-2-10 REPEALER. All ordinances or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

7-2-11 EFFECTIVE DATE. This ordinance shall take effect and be in full force and effect, subject to its approval by a majority of the electors of the City of Coggon, Iowa, voting hereon and upon its publication as provided by law, and subject to its acceptance by the grantee as provided in section 9 above.

[NOTE: The preceding ordinance was accepted by the Iowa Electric Light and Power Company on September 17, 1987. It was placed on file with the city clerk and became effective on September 19, 1987.]

**CITY OF COGGON, IOWA
NATURAL GAS FRANCHISE**

ORDINANCE NO. 20190910-1

AN ORDINANCE REPEALING ORDINANCE NO. 110912-2 AND GRANTING TO INTERSTATE POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO ERECT, CONSTRUCT, RECONSTRUCT, MAINTAIN, AND OPERATE PLANT AND SYSTEMS FOR THE DISTRIBUTION OF NATURAL GAS IN THE CITY OF COGGON, IOWA AND TO SELL, DISTRIBUTE, AND SUPPLY NATURAL GAS TO SAID CITY AND ITS INHABITANTS, AND REQUIRING SAID COMPANY TO PAY A FRANCHISE FEE TO THE CITY.

BE IT ORDAINED BY THE City Council of the City of Coggon, Linn County, Iowa, hereinafter referred to as the "City":

Section 1. There is hereby granted to Interstate Power and Light Company, hereinafter referred to as the "Company," its successors and assigns, the right, privilege and non-exclusive franchise for the term of twenty-five (25) years from and after the passage, adoption, approval, and acceptance of this Ordinance, 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 as to said City and the residents thereof and to persons and corporations beyond the limits thereof; also 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.

Section 2. The mains and pipes of the Company must be so placed as not to interfere unnecessarily 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 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. The 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.

Section 3. 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, pavement or sidewalk of such excavations with same materials, restoring the condition nearly as practical. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

Section 4. 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 of 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 requires the Company to relocate facilities in the public right of way that have been relocated at Company expense at the direction of the City during the previous ten years, the reasonable costs of such relocation will be paid by the City.

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 a result of the initial request for a commercial, private or other non-public development, 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 shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request.

Section 5. Prior to the City abandoning or vacating any street, avenue, alley, or public ground where the Company has gas facilities, the City shall grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 6. 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, that 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.

Section 7. There is hereby imposed a franchise fee of one percent (1%) upon the gross revenue generated from sales of natural gas by the Company within the corporate limits of the City. The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.

The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter. The City shall be solely responsible for the proper use of any amounts collected as franchise fees, and shall only use such fees as collected for a purpose as allowed by applicable law.

The Company shall not, under any circumstances, be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 8. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its written acceptance by the Company. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

Section 9. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provision of this ordinance which can be given effect without the invalid portion or portions and to this end each section and provision of this ordinance is severable.

Section 10. The expense of the publication of this Ordinance shall be paid by the Company.

Section 11. This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be supplemented, superseded, modified or otherwise amended without the approval and acceptance of the Company. Notwithstanding the foregoing, in no event shall the City enact or maintain 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.