

CITY OF LAKE PARK, IOWA

INTERNET NETWORK FRANCHISE

ORDINANCE NO. 4-21

AN ORDINANCE GRANTING TO GREAT LAKES COMMUNICATION CORP. D/B/A IGL TELECONNECT, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO CONSTRUCT, ERECT AND MAINTAIN A FIBER OPTIC NETWORK FOR THE PROVISION OF INTERNET SERVICE IN THE CITY OF LAKE PARK, IOWA AND TO FURNISH AND SELL INTERNET SERVICE TO THE CITY AND ITS INHABITANTS.

BE IT ORDAINED BY the City Council of the City of Lake Park, Dickinson County, Iowa:

SECTION 1. DEFINITIONS

- a. "City" shall mean the City of Lake Park, Iowa and, where appropriate shall include its officers, employees, and agents.
- b. "IGL" shall mean Great Lakes Communications Corp. d/b/a IGL Teleconnect, an Iowa Corporation having its principal place of business at 1501 35th Avenue West, Spencer, Iowa.
- c. "Public Improvements" shall mean any publicly-owned improvements on public property, including but not limited to paving, sidewalks, grass, vegetation, trees, street lights, traffic signals, water mains, sewers, electrical transmission lines and equipment related thereto, and cable and telephone lines and equipment related thereto.
- d. "Public Property" shall mean publicly-owned or controlled public land and rights-of-way, easements bridges, parks, squares, and commons.
- e. "Network" shall mean all materials and equipment owned, operated, leased or subleased by IGL in connection with the operation of the fiber optic network necessary to provide a system for the provision of internet service, and shall include fiber optic cables and/or lines, underground conduits, handholes, vaults, overhead transmission lines and other overhead cables and lines.
- f. "IGL project" shall mean the Network, and the actions, and terms set forth by this Ordinance.

SECTION 2. BASIC GRANT

IGL is hereby granted a non-exclusive franchise ("Franchise") to acquire, construct, reconstruct, maintain, inspect, protect, repair, replace, retain and operate in the City the Network in, under, upon, along and across the public property within the City for the provision of internet service to individuals, businesses and City offices for the period of twenty-five (25) years.

SECTION 3. NOTICE; PLANS

Prior to commencing installation, repair, extension, or expansion of the Network, IGL shall confer with the City's Public Works Department as to the points at which the City would like IGL to access Public Property for purposes of installing the Network. Thereafter IGL shall file with the Public Works Department of the City a written statement verifying the approximate location of the Public Property under or upon which IGL proposes to install, repair, extend or expand its Network. The Director of Public Works may require the

statement be accompanied by a map, plan or specifications showing the approximate location of the Network components with references to streets and alleys, existing public utilities, the approximate size and dimensions of the Network components and the distance above or beneath the surface of the ground proposed for installation, repair, extension or expansion of the Network.

SECTION 4. INSTALLATION, REPAIR, EXTENSION OR EXPANSION OF THE NETWORK.

The Network shall be installed and maintained so as not to unnecessarily interfere with the travel on Public Property 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. IGL shall hold the City free and harmless from all damages to the extent arising from the reckless acts or omissions of IGL in the installation, repair, maintenance, extension, or expansion of the Network. The City will assist and not oppose IGL in obtaining easements in, through, under, over or otherwise to private property adjacent to public property that are necessary for the IGL project.

SECTION 5. "AS-BUILT" PLANS AND COORDINATION

- a. Plans/Maps. Upon completion of the installation, extension, or expansion of the Network, IGL shall promptly furnish to the City copies of "as-built" plans related to the Network facilities or components located in, on, under, along, or above Public Property. IGL shall further keep complete and accurate maps and records of the locations and operations of its Network facilities or components including buried abandoned facilities and make such maps and records available to the City upon request.
- b. One-Call. As a condition of this Ordinance, IGL shall enroll as a member of the "Iowa One-Call System" and shall respond to all requests and notifications placed to the toll-free "One-Call" number.

SECTION 6. RESTORATION

In making any excavations in any street, alley, or other Public Property, IGL 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 upon completion of its project. In no case shall IGL be required to restore or modify any public right-of-way, sidewalk, or other area in or adjacent to the IGL project to a condition superior to that condition existing immediately prior to the commencement of the IGL project.

SECTION 7. LOCATION AND RELOCATION

If the City orders or requests IGL to locate or relocate its existing facilities or equipment for any reason, IGL shall receive payment for the costs and expenses of such location or relocation as a precondition to locating or relocating its existing facilities or equipment.

SECTION 8. ABANDONMENT

- a. By City. Prior to the City abandoning or vacating any Public Property where IGL has Network facilities or components, the City shall grant IGL an easement for said facilities or components. If the City does not grant IGL an easement for said facilities prior to abandoning or vacating such Public Property, the City shall at its cost and expense obtain easements for existing IGL facilities or components.

- b. By IGL. IGL shall notify the City when it intends to abandon its facilities. IGL shall remove any overhead facilities, components and other overhead equipment related to the Network from the Public Property unless this requirement is waived by the Director of Public Works.

SECTION 9. CLEARING VEGETATION

IGL is authorized and empowered to prune or remove at IGL expense any tree or other vegetation extending into Public Property to the extent reasonably necessary to permit the installation, maintenance, extension or expansion of its Network provided that IGL coordinates any such activities with the City Public Works Department. IGL shall also follow all city codes and ordinances which may govern such activities.

SECTION 10. SERVICE REQUIREMENTS

Internet Service to be rendered by IGL under this franchise shall be continuous unless prevented from doing so by fire, natural disaster, Acts of God, unavoidable accidents or casualties, war, pandemic, emergency, strike, or reasonable interruptions necessary to properly service, repair or maintain IGL's equipment or locate or relocate Network facilities, governmental or regulatory restrictions, lockouts, and in such event service shall be resumed as quickly as is reasonably possible.

SECTION 11. TERM OF FRANCHISE

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 written acceptance by IGL. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

SECTION 12. NO FRANCHISE FEE

No franchise fee will be payable by IGL to the City during the term of this Franchise.

SECTION 13. NETWORK CONTRACTORS

The requirements of this Ordinance shall be binding upon and apply to all persons, firms or corporations performing work for IGL under a contract, subcontract, time and materials arrangement or other type of work order.

SECTION 14. INSURANCE

IGL shall maintain its current insurance coverages. IGL agrees to require contractors and subcontractors engaged in work for IGL within the Public Property and the public right-of-way to maintain insurance coverage during the term of their work and to provide the City with certificates of such insurance.

SECTION 15. PUBLICATION; EXPENSE

The expense of the publication of this Ordinance shall be paid by IGL.

SECTION 16. ENTIRE AGREEMENT; AMENDMENT

This Ordinance sets forth and constitutes the entire agreement between IGL and the City with respect to the rights contained herein, and may not be supplemented, superseded, modified or otherwise amended without the written approval and acceptance of IGL. 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

other than those approved and accepted by IGL within this Ordinance, that create additional burdens upon IGL, or which delay its operations.

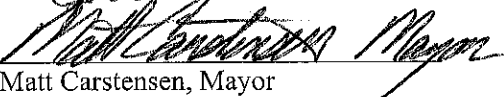
SECTION 15. SAVINGS CLAUSE

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 provisions 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 16. ASSIGNMENT

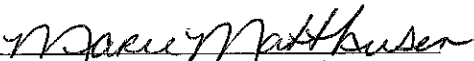
IGL may not assign its rights and obligations hereunder without the express written consent of the City, which shall not be unreasonably withheld, conditioned or delayed, except that IGL may assign such rights and obligations in connection with a sale of all or a substantial part of its business to which such rights and obligations pertain and the purchaser specifically agrees to assume all such rights and obligations.

PASSED and **ADOPTED** by the Lake Park, Iowa City Council on the 14th day of June, 2021.


Matt Carstensen, Mayor

Attest:

{City Seal}


Marie Matthiesen, City Clerk