

TITLE 11 FRANCHISE AGREEMENTS

CHAPTER 11.01 CABLE ONE (10 YEARS)

11.01.010 Grant of franchise

The Ordinance grants to Cable One, Inc., a non-exclusive franchise agreement which allows them to make use of public rights-of-way, and to collect a franchise tax on behalf of the City of Rexburg. It further provides for the details of how the agreement between the City and the cable company will be implemented. The effective date of the Ordinance is the date of its passage, approval and final publication. A copy of the full text of the Ordinance is available at City Hall, 35 North 1st East, in Rexburg, Idaho. Examination or copies may be requested in writing or in person during regular business hours of the City Clerk, from 8:00 a.m. to 5:00 p.m. pursuant to the Open Records Act, [Idaho Code, Title 9, Chapter 3](#). ([Ord. 1057, 2010](#))

11.01.020 Term

Term of Agreement: December 6th, 2010 to December 7th, 2020

CHAPTER 11.02 PACIFICORP (UTAH POWER)

11.02.010 Grant of franchise

The City hereby grants to PacifiCorp the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as “Electric Facilities”) in, under, along, over and across the present and future streets, alleys, public ways and public places (collectively referred to herein as “Public Ways”) within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof. ([Ord. 929 §1, 2004](#)).

11.02.020 Term

The term of this Franchise and General Utility Easement is for thirty-five (35) years commencing on the date of acceptance by the Company. ([Ord. 929 §2\(part\), 2004](#)).

CHAPTER 11.03 INTERMOUNTAIN GAS

11.03.010 Grant of franchise

There is hereby granted to Intermountain Gas Company, a corporation, its successors and assigns (hereinafter collectively referred to as "Grantee") a twenty (20) year extension to the right and authority to construct, install, maintain and operate a gas transmission and distribution system, including mains, pipes, conduits, services and other necessary structures and appliances appertaining in, under, upon, over, across and along the streets, alleys, bridges and public places within the present and future corporate limits of the City of Rexburg, Idaho (hereinafter referred

to as "City") for the furnishing, transmission, distribution and sale of gas, whether artificial, natural, mixed or otherwise, for heating, domestic, industrial and other purposes and for transmitting gas into through and beyond the said City. The City represents that it has the sole power and authority to make this grant of authority and agrees to notify Grantee in writing if the City should cease to have this power. ([Ord. 954 §1, 2006](#)).

11.03.020 Term

The right, authority and grant herein and hereby made to said Grantee, its successor and assigns, is granted for and limited in time to a period of twenty (20) years from March, 2006 through and including February, 2027. ([Ord. 954 §4, 2006](#)).

CHAPTER 11.04 FALL RIVER RURAL ELECTRIC

11.04.010 Grant of Franchise

The City hereby grants to Fall River Rural Electric the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over and across the present and future streets, alleys, public ways and public places (collectively referred to herein as "Public Ways") within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof. ([Ord. 1007 §1, 2008](#)).

11.04.020 Term

The term of this Franchise and General Utility Easement is for thirty-five (35) years commencing on the date of acceptance by the Company as set forth in Section 3 below. ([Ord. 1007 §2, 2008](#)).