

ORDINANCE NO. 266

AN ORDINANCE, granting to Evergy Kansas Metro, Inc., a Kansas Corporation, its successors and assigns, an electric franchise, prescribing the terms thereof and relating thereto, and repealing all ordinances or parts of ordinances inconsistent with or in conflict with the terms hereof.

BE IT ORDAINED BY THE GOVERNING BODY OF: Linn Valley, Kansas.

SECTION 1. That in consideration of the benefits to be derived by the City of Linn Valley, Kansas, and its inhabitants, there is hereby granted to Evergy Kansas Central, Inc., a Kansas Corporation, hereinafter sometimes designated as "Company," said Company being a corporation engaged in the business of selling and furnishing electric power throughout the state of Kansas and to the inhabitants of the City, the right, privilege, and authority for a period of ten (10) years from the effective date of this ordinance, to occupy and use the several streets, avenues, alleys, bridges, parks, parking, and public places of said City, for the placing and maintaining of equipment and property necessary to carry on the business of selling and distributing electricity for all purposes to the City, and its inhabitants, and through said City and beyond the limits thereof; to obtain said electricity from any source available; and to do all things necessary or proper to carry on said business in the City.

SECTION 2. In consideration of the premises, the Company agrees to pay to the City of Linn Valley, Kansas, and the City of Linn Valley agrees to accept as adequate compensation and consideration for the Franchise hereby granted and in lieu of occupation, license, privilege and all other taxes and fees, five percent (5%) of the total of the gross receipts charged and collected for electric energy sold for domestic, commercial and industrial consumption by the Company to all consumers located in the present or future corporate boundaries of the City of Linn Valley during the term of this Franchise. Any consideration hereunder shall be reported and paid to the City by the Company on a semi-annual basis on or before each May 31 and November 30 for the years in which this Franchise remains in effect, reflecting such electric energy sold for the six months' period. The term "gross receipts," as used in the Section shall not include (1) the electrical energy sold to the United States or the State of Kansas or to any agency or political subdivision thereof, (2) the electrical energy sold for other use which cannot be classified as domestic, commercial or industrial, such as the electrical energy used by public utilities, telephone, telegraph, and radio communication companies, railroads, pipe line companies, educational institutions not operating for profit, churches and charitable institutions, (3) the electrical energy sold for resale, and (4) the amounts paid to the City pursuant to this Section.

SECTION 3. That Company, its successors and assigns, in the construction, maintenance, and operation of its electric transmission, distribution and street lighting system, shall use all reasonable and proper precaution to avoid damage or injury to persons and property, and shall hold and save harmless the City, from any and all damage, injury and expense caused by the negligence of said Company, its successors and assigns, or its or their agents or servants.

SECTION 4. After the approval of this ordinance by the City, Company shall file with the City Clerk, the Company's unconditional written acceptance of this ordinance. Said ordinance shall become effective and be in force and shall be and become a binding contract between the parties hereto, their successors and assigns, from and after the first day of the first month after such acceptance is provided by said Company to the City after its final passage, approval and publication as required by law, and acceptance by said Company.

SECTION 5. That this ordinance, when accepted as above provided, shall constitute the entire agreement between the City and Company relating to this franchise and the same shall supersede and cancel any prior understandings, agreements, or representations regarding the subject matter hereof, or involved in negotiations pertaining thereto, whether oral or written.

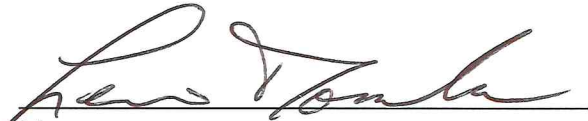
SECTION 6. This franchise is granted pursuant to the provisions of K.S.A. 12-2001.

SECTION 7. That any and all ordinances or parts of ordinances in conflict with the terms hereof are hereby repealed.

SECTION 8. The Company will file this ordinance with the State Corporation Commission of Kansas. Should the State Corporation Commission take any action with respect to this franchise ordinance, which would or may preclude Everyg Kansas Central, Inc., a Kansas Corporation, from recovering from its customers any cost provided for hereunder, the parties hereto shall renegotiate this ordinance in accordance with the State Corporation Commission's ruling.

SECTION 9. A franchise shall be assignable only in accordance with the laws of the State of Kansas, as the same may exist at the time when any assignment is made. In the event of any assignment of this franchise, Company shall be released from all obligations which are assumed in writing by its assignee upon the signing by such assignee of an assumption of the franchise being assigned.

PASSED and APPROVED this 23rd day of September 2024.



Mayor

Attest:



City Clerk

