

ORDINANCE NO. 1714

AN ORDINANCE GRANTING EVERYGY METRO, INC., ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE INCLUDING THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ALL FACILITIES NECESSARY OR PROPER FOR SUPPLYING CONSUMERS WITH ELECTRIC ENERGY AND THE RIGHT TO USE THE STREETS, ALLEYS AND OTHER RIGHTS OF WAY; PRESCRIBING THE TERMS OF AND RELATING TO SUCH FRANCHISE; AND REPEALING ORDINANCE NOS. 1201 AND 1494.

WHEREAS, Everygy Metro, Inc., formerly known as Kansas City Power & Light Company (the "Company"), is a corporation duly organized and existing under the laws of the State of Missouri, and admitted to do business under the laws of the State of Kansas as a foreign corporation for the purposes of generating and distributing electric energy; and

WHEREAS, the Company is operating a system for the transmission of electric energy between two or more incorporated cities in the State of Kansas and provides electric service to consumers within the City of Fairway, Kansas (the "City") under a franchise with the City adopted by Ordinance No. 1201, as amended by Ordinance No. 1494, which expires on March 6, 2020; and

WHEREAS, the Company and the City desire to extend the term of the franchise relationship to allow the Company to continue furnishing electric service to consumers in the City and expand such services as necessary to serve the needs of the City; and

WHEREAS, the City has the authority to grant a franchise to the Company to provide electric service pursuant to K.S.A. 12-2001 *et seq.*, as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRWAY, KANSAS:

Section 1. Definitions. For purposes of this Franchise, the following words and phrases shall have the meanings given herein:

City means the City of Fairway, Kansas.

Company means Everygy Metro, Inc., a Missouri corporation formerly known as Kansas City Power & Light Company.

Distributed or *Distribution* means all sales, distribution, or transportation by the Company or by others through the Facilities of the Company in the Right-of-Way to any consumer for use within the City.

Facilities means all electric distribution lines, substations, works and plants, together with all necessary appurtenances thereto, or any part thereof, for the purpose of providing or otherwise facilitating electric service.

Franchise or Ordinance means this Ordinance No. 1714 granting the non-exclusive right, privilege and franchise to the Company to provide electric service within the City.

Franchise Fee means the fixed charge paid by the Company to the City as compensation for this Franchise, which consists of a percentage of the Gross Receipts derived from the electric energy Distributed to consumers within the City.

Gross Receipts means any and all compensation and other consideration derived directly by the Company from any Distribution of electric energy to a consumer for any use within the City, including domestic, commercial and industrial purposes, through charges as provided in tariffs filed and approved, and including without limitation interruptible sales and single sales. Gross Receipts shall not include: revenues received by the Company from any operation or use of any or all of the Facilities in the Right-of-Way by others when provisions are made for compensation to the City under a franchise granted to such third parties; revenue from certain miscellaneous charges and accounts, including but not limited to delayed or late payment charges, connection and disconnection fees, reconnection fees, customer project contributions, returned check charges, and temporary service charges; electrical energy sold to the United States or the State of Kansas, or to any agency or political or taxing subdivision thereof; electrical energy sold for resale.

Private Development Project means a project, or that portion thereof, planned or undertaken and financed by a non-governmental third party that is primarily for the benefit and use of the third party; except that Private Development Project shall not include any Public Project or portion thereof which provides minor or incidental benefits to a third party.

Public Improvement means any existing or contemplated facility, building, or capital improvement project owned, occupied or used by the City, including without limitation streets, alleys, sidewalks, sewer, water, drainage, stormwater facilities, Right-of-Way improvements, and Public Projects, and all necessary appurtenances thereto.

Public Project means any project, or that portion thereof, planned or undertaken and financed by the City or any governmental entity for construction, reconstruction, maintenance, or repair of Public Improvements, or any other purpose of a public nature or in the public interest and paid for by public funds. In designating a project as a Public Project, the City shall use reasonable discretion.

Right-of-Way means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property, including the area on, below or above the present and future streets, curbs, alleys, bridges and parkways; except that Right-of-Way shall not include any Utility Easement, easements obtained by or granted to utilities or private easements in platted subdivisions or tracts, nor infrastructure located within the Right-of-Way owned by the City or other third parties such as poles, ducts or conduits.

Right-of-Way Ordinance means the provisions governing the use and occupancy of the Right-of-Way codified at Chapter 9, Article III of the Code of Ordinances, City of Fairway, Kansas, and amendments thereto.

Utility Easement means an easement owned by or dedicated to the City for the purpose of providing the Company and other utilities access to customers and users of any utility service.

Section 2. Authority Granted. The City hereby grants to the Company, its successors and assigns, the non-exclusive right, privilege, and franchise to construct, maintain, extend and operate its Facilities in, through, and along the Right-of-Way of the City for the purpose of supplying electric energy to the City and its inhabitants for the full term of this Franchise, subject to the terms and conditions set forth herein. Nothing in this grant shall be construed to franchise or authorize the use of the Company's Facilities or the Right-of-Way by the Company or others for any purpose not related to the provision of electric energy. The Company shall not allow a subsidiary, affiliate, or third party to acquire rights to occupy the Right-of-Way under this Franchise; provided, however, that nothing in this Section 2 shall prevent the Company from allowing the use of its Facilities by others when the City receives prior written notification of such use and such use is compensated to the City under the provisions of a franchise granted by the City to any such third party.

Section 3. Term; Amendment.

(a) The term of this Franchise is ten (10) years from the effective date of this Ordinance.

(b) Upon sixty (60) days advance written notice by the City, the franchise fee percentage rate set forth in Section 4(a) below may be changed on the fifth (5th) anniversary of the effective date of this Ordinance.

(c) Upon written request of either the City or the Company, the Franchise shall be reopened and renegotiated at any time upon any of the following events:

(i) Change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or

(ii) Change in the structure or operation of the electrical energy industry which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or

(iii) Any other material and unintended change that the parties mutually agree necessitates a revision to this Franchise.

(d) Any amendments pursuant to this Section 3 shall be made by ordinance as required by state law. The Franchise shall remain in effect according to its terms until any review or renegotiation is complete and such amendments are adopted and effective.

Section 4. Compensation to the City.

(a) The Company shall make an accounting on a monthly basis to the City of all electric energy Distributed within the City. In consideration of and as compensation for this Franchise, the Company shall pay the City, on or before the last day of each month, a Franchise Fee equal to five percent (5%) of the Gross Receipts received from such Distribution of electric energy in the preceding month, subject to adjustments for uncollectible receivables and for receivables which are later collected.

(b) Payment of the Franchise Fee shall be effective on the first day of the first month after final passage and approval of this Ordinance by the City and acceptance by the Company. Prior to that date, payments shall continue to be calculated and paid in the manner previously provided in Ordinance No. 1494.

(c) The Company shall use commercially reasonable efforts to ensure the accuracy of its records and the determination of the amount of Gross Receipts subject to the Franchise Fee. In the event and to the extent the accounting rendered to the City by the Company is found to be incorrect due to Company's failure to use commercially reasonable efforts as provided herein, then payment shall be made on the corrected amount, it being agreed that the City may accept any amount offered by the Company, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or later found to be incorrect. The Company agrees that all documentation related to the Gross Receipts shall upon reasonable notice and at all reasonable times be opened to the inspection and examination of the officers of the City and its duly authorized agents, auditor, and employees for the purpose of verifying the Company's monthly accounting to the City.

(d) For each and every month, or any part thereof, that the Franchise Fee remains unpaid after the same becomes due and payable to the City, there shall be added to the Franchise Fee, as a late charge, a sum equivalent to the statutory rate for interest on the unpaid amount. Such late charge shall be applicable to sums that are delinquent as well as any sums due to the City as result of an audit or review or the Company's records.

(e) The Franchise Fee shall be in lieu of all other licenses, taxes, charges, and fees, except that the usual general property taxes and special ad valorem property assessments, sales and excise taxes, permit fees and charges for pavement cuts or other permit fees and charges based upon restoring premises, and charges made for privileges which are not connected with the electric energy business shall be imposed on the Company and are not covered by the Franchise Fee.

Section 5. Use of the Right of Way. The Company's use of the Right-of-Way under this Franchise shall be subject to the Right-of-Way Ordinance. In addition, the Company shall be subject to all laws, rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to permits, fees, sidewalk and pavement cuts, utility location, excavation, construction coordination, screening, and other requirements on the use of the Right-of-Way; provided, however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulations, policies, resolutions, or

ordinances proposed, adopted, or promulgated by the City. Further, the Company shall comply with the following:

(a) The Company shall be responsible for registering and obtaining all necessary permits now or herein after required by the City for work performed in the Right-of-Way, as well as paying any associated permit or excavation fee now or hereinafter required by the City.

(b) The Company's use of the Right-of-Way shall in all matters be subordinate to the City's use or occupation of the Right-of-Way for any Public Project. The Company shall coordinate the installation of its Facilities in the Right-of-Way in a manner which minimizes adverse impact on Public Improvements, as reasonably determined by the City. Where installation is not otherwise regulated, the Facilities shall be placed with adequate clearance from such Public Improvements so as not to conflict with such Public Improvement.

(c) All work carried out by the Company under the authority granted by this Franchise shall be performed in a workmanlike manner, and in such manner as to cause the least inconvenience to, and least damage to the property of, the inhabitants of the City and the public generally. All earth, grass, sidewalks, paving, curbs, crossings, utilities, Public Improvements, or improvements of any kind located within the Right-of-Way damaged or removed by the Company in its activities under this Franchise shall be fully repaired or replaced promptly by the Company without cost to the City; provided, however, when such activity is a joint project of utilities or franchise holders, the expenses thereof shall be prorated among the participants, and to the reasonable satisfaction of the City in accordance with the ordinances and regulations of the City pertaining thereto. Nothing in this Franchise shall require the Company to repair or replace any materials, trees, flowers, shrubs, landscaping or structures that interfere with the Company's access to any of its Facilities located in a Utility Easement.

(d) Trees and shrubbery upon or overhanging the Right-of-Way may be trimmed by the Company to prevent the branches of such trees or shrubbery from coming in contact with the Company's Facilities. At least thirty (30) days in advance of any such trimming, the Company shall seek input from the City Administrator with respect to the proposed trimming plan; provided, however, that the Company shall ultimately determine the trimming plan and be solely responsible for implementing it. In addition, in advance of implementing any trimming plan on property located within the City, the Company shall provide reasonable notice of the proposed trimming to homeowners whose trees or shrubbery will be trimmed pursuant to the trimming plan. If a tree or shrub is damaged by the Company's tree trimming in such a manner that the Company and property owner (City or homeowner, as applicable) agree that it requires replacement, the Company will remove the tree or shrub at its expense. If for any reason, any tree or shrub is removed by the Company, and under the custom and practice of the Company the tree or shrub is appropriate for replacement, the Company will work with the property owner (City or homeowner, as applicable), to replace the tree or shrub at the Company's expense and with a species approved by the City or homeowner, as applicable. The City's prior approval is required for the replacement of any tree or shrub in the Right-of-Way. The City Administrator may delegate the City Administrator's responsibilities hereunder to such person(s) as the City Administrator deems appropriate. Notwithstanding anything herein to the contrary, in the case of storm damage or whenever the Company's Facilities are in immediate danger of damage, the

Company may proceed to trim such trees and shrubs to the extent necessary to eliminate the storm damage or the immediate danger.

(e) Except in the event of an emergency, as reasonably determined by the Company, the Company shall comply with all laws, rules, regulations, policies, resolutions, or ordinances now or hereinafter adopted or promulgated by the City relating to any construction, reconstruction, repair, or relocation of Facilities which would require any street closure which reduces traffic flow. Notwithstanding the foregoing exception, all work, including emergency work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected.

(f) The Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the location of its Facilities located within the Right-of-Way when requested by the City or its authorized agents for a Public Project. Such location and identification shall be promptly communicated in writing to the City without cost to the City, its employees, agents, or authorized contractors. The Company shall designate and maintain an agent, familiar with the Facilities, who is responsible for providing timely information needed by the City for the design and replacement of Facilities in the Right-of-Way during and for the design of Public Improvements. If mutually agreed upon between the parties, the City may include design for Facilities in the design of Public Projects. At the request of the Company, the City and/or its contractor(s) or agent(s) shall provide accurate and timely field locations of proposed Public Projects in the event the Company is required to install new and/or relocate its Facilities.

(g) The Company shall promptly remove, relocate, or adjust any Facilities located in the Right-of-Way or Utility Easement if reasonably necessary and requested by the City for a Public Project. Such removal, relocation, or adjustment for a particular Public Project shall be performed by the Company without expense to the City, its employees, agents, or authorized contractors, and shall be specifically subject to all applicable ordinances, codes, rules and regulations of the City. If additional removal, relocation, or adjustment is the result of the inaccurate or mistaken information of the Company, the Company shall be responsible for the costs associated with such without expense to the City. Likewise, if additional location, removal, relocations or adjustments is the result of inaccurate or mistaken information of the City, the City shall reimburse the Company for any additional expense necessarily incurred by the Company directly due to such inaccurate or mistaken information.

(h) The Company shall not be responsible for the expense of relocation to accommodate any new Private Development Project initiated after the effective date of this Ordinance. The expenses attributable to such relocation shall be the responsibility of the third party upon the request and appropriate documentation of the Company. Before such expenses may be billed to the third party, the Company shall be required to coordinate with the third party and the City on the design and construction to ensure that the work required is necessary and done in a cost effective manner. The Company may require payment in advance of estimated costs of relocation prior to undertaking any work required to accommodate any new Private Development Project initiated after the effective date of this Ordinance.

(i) Subject to the provisions of the Right-of-Way Ordinance, the City may continue to provide a location in the Right-of-Way for the Company's Facilities as part of a Public Project, provided that the Company has cooperated promptly and fully with the City in the design of its Facilities as part of the Public Project.

(j) The Company shall take adequate measures to protect and defend its Facilities in the Right-of-Way from harm or damage. If the Company fails to accurately and timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 *et seq.*, it shall have no claim for costs or damages against the City. The City and its authorized contractors shall take reasonable precautionary measures including calling for utility locations through Kansas One Call, observing marker posts and exercising due caution when working near the Company's Facilities.

(k) All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the Facilities in the Right-of-Way shall be in accordance with applicable present and future federal, state, and City laws and regulations, including but not limited to the most recent standards of the Kansas Corporation Commission and U.S. Department of Transportation. It is understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this Franchise may be additional to or stricter than such minimum standards.

(l) The City encourages the conservation of the Right-of-Way by the sharing of space by all utilities. Notwithstanding provisions of this Franchise prohibiting third party use, to the extent required by federal or state law, the Company will permit any other franchised entity by an appropriate grant, or a contract, or agreement negotiated by the parties, to use any and all Facilities constructed or erected by the Company; provided, however, that provision is made for compensation to the City for such use, either through this Franchise or such other franchise granted by the City to the third party.

Section 6. Indemnity. The Company, its successors and assigns, shall at all times in the construction, maintenance and operation of its power and light business, use all reasonable and proper precautions to avoid damage or injury to persons and property. The Company, its successors and assigns, shall fully defend, release, indemnify, and hold and save harmless the City and its elected and appointed officers, employees, agents and authorized contractors from and against all claims, lawsuits, judgments, liens, losses, fees, damages, expenses, liability, and costs of any kind or nature, including personal or bodily injury, property damage or other harm for which recovery of damages is sought, including reasonable attorney fees and costs of defense, to the extent occasioned in any manner by the Company's occupancy of the Right-of-Way. In the event a claim shall be made or an action shall be instituted against the City arising out of the Company's occupancy of the Right-of-Way, then upon notice by the City to the Company, the Company shall assume responsibility for the defense of such actions at the cost of the Company, subject to the option of the City to appear and defend. Nothing herein shall be deemed to prevent the City, or any agent, from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve the Company from its duty to defend against liability or its duty to pay any judgment entered against the City or its agents. The Company and/or the City shall promptly advise the

other in writing of any known claim or demand against the Company or the City related to or arising out of the Company's activities in the Right-of-Way.

Section 7. Insurance Requirements. During the term of this Franchise, the Company shall procure and maintain insurance coverage at its sole expense, from an insurance company qualified to do business in the State of Kansas. The Company shall provide insurance in the following amounts:

(a) Workers compensation insurance as required by any workers compensation law in the State of Kansas or employer liability insurance with limits of no less than \$1,000,000 per accident, \$1,000,000 per disease, and \$1,000,000 per employee;

(b) Automobile liability insurance provided on a standard form on a "Symbol 1-Any Automobile" basis for owned, hired and non-owned motor vehicles in the amount of \$1,000,000 combined single limit per accident; and

(c) Commercial general liability insurance provided on an occurrence basis with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually, provided on a standard form, to include without limitation: (i) insured contract coverage encompassing the defense and indemnity obligations of Section 6 arising from bodily injury and property damage; (ii) products and completed operations coverage; (iii) coverage to the City as an "additional insured" for damages arising out of the Company's operations under this Franchise, such "additional insured" coverage to be on a primary and noncontributory basis with respect to the City's own coverage and (notwithstanding the general limits of insurance described above and elsewhere) provide limits to the City of no more (and no less) than \$500,000 per occurrence; and (iv) contain a "severability of interests" or "separation of insureds" feature.

As an alternative to the above requirements, the Company may demonstrate to the satisfaction of the City that it is self-insured and as such, the Company has the ability to provide coverage in the above amounts. All insurance required by this Section 7 shall also: (1) provide for a waiver of the insurer's rights of subrogation against the City, and a waiver of any right to assert any lien with respect to such waived subrogation rights, to the extent allowed by law; (2) be provided by insurers that shall have and maintain an A.M. Best financial strength rating of no less favorable than "A-" and that shall have and remain within an A.M. Best financial size category of no less than "VIII", or otherwise as is acceptable to the City; and (3) not be canceled except upon thirty (30) days' prior written notice from the insurer and the Company to the City, or ten (10) days' prior written notice for non-payment of premium. The Company shall provide the City such proof of compliance with the insurance requirements of this Section 7 as the City deems appropriate in the exercise of its reasonable discretion, including properly executed Certificates of Insurance provided on appropriate Acord forms, copies of all declaration pages applicable to the required insurance coverages, and/or complete copies of all required insurance policies, including without limitation declarations and endorsements.

Section 8. Assignment. The Company shall not lease, license, contract or otherwise allow the use of its Facilities by any other person or entity unless the third party has a license or

franchise with the City, or unless the Company has obtained the prior written consent of the City. By March 15 of each year, the Company shall notify the City of the identity of any person or entity using the Company's Facilities. This 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; provided, however, that this Franchise may be assigned by the Company without action by the City to any creditworthy entity which succeeds to all or substantially all of the electric utility business of the Company. In the event of such assignment to a successor, the Company shall be released from all obligations which are assumed in writing by such successor and the assignee shall have executed an assumption of the franchise being assigned in form and content satisfactory to City.

Section 9. Revocation and Termination. In case of failure on the part of the Company to comply with any of the provisions of this Franchise, or if the Company should do or cause to be done any act or thing prohibited by or in violation of the terms of this Franchise, the City shall serve a written notice upon the Company, setting forth in detail the neglect or failure complained of, and the Company shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Franchise. If at the end of such sixty (60) day period the City reasonably determines that the Company has not complied with such conditions and requirements, the City may take action to revoke and terminate this Franchise by an affirmative vote of the Governing Body present at the meeting and voting, setting out the grounds upon which this Franchise is to be revoked and terminated. To afford the Company due process, the City shall first provide the Company reasonable notice of the date, time and location of the Governing Body's consideration, and the Company shall have the right to address the Governing Body regarding such matter. If the nature of the default is such that it cannot be reasonably cured within the sixty (60) day period and the Governing Body believes the Company has in good faith timely commenced its cure and is diligently pursuing completion of the same, the Governing Body shall provide the Company a reasonable additional period of time to complete its cure. Nothing herein shall prevent the City from invoking any other remedy that may otherwise exist at law. Upon any determination by the Governing Body to revoke and terminate this Franchise, the Company shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This Franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless the Company has instituted such an appeal. If the Company does timely institute such an appeal, such revocation and termination shall remain pending and subject to the Court's final judgment. Any act or omission on the part of the Company that is due to any cause or delay beyond the control of the Company or to bona fide legal proceedings shall not be a ground for the revocation or termination of this Franchise.

Section 10. Failure to Enforce. The failure of either the City or the Company to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Company unless such waiver or relinquishment is in writing and signed by both the City and the Company.

Section 11. Point of Contact; Notices. The Company shall maintain with the City a point of contact who shall be available at all times to act on behalf of the Company in the event of an emergency. The Company shall provide the City with such contact's name, address,

telephone number and e-mail address. Emergency notice by the Company to the City may be made by telephone to the City Administrator or the City Clerk. All other notices between the parties shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) delivered by electronic mail (with follow up within two (2) business days by United States Mail or by nationally recognized overnight delivery service); or (iii) delivered in person, in each case if addressed to the parties set forth below:

City:

Kim Young, City Clerk
City of Fairway, Kansas
5240 Belinder Road
Fairway, Kansas 66205
Telephone: (913) 262-0350
Facsimile: (913) 262-4607
Email: kyoung@fairwaykansas.org

With a copy to:

Anna M. Krstulic
Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Telephone: (816) 842-8600
Email: anna.krstulic@stinson.com

Company:

Rebecca Galati, Community Solutions Manager
Evergy
16215 West 108th Street
Lenexa, Kansas 66219
Telephone: (913) 894-3056
Customer Service: (888) 471-5275
Email: rebecca.galati@evergy.com

Replacement notice information may be later designated in writing by the City or the Company. All notices given by: (i) nationally recognized overnight delivery service, or (ii) electronic mail, and followed up by regular United States mail or nationally recognized overnight delivery service in accordance with the above procedures, shall be deemed duly given one (1) business day after they are so delivered. All notices given in person shall be deemed duly given when delivered.

Section 13. Effective Date; Acceptance by Company. This Ordinance is granted pursuant to the provisions of K.S.A. 12-2001, and shall take effect and be in force as therein

provided. If within thirty (30) days from final passage of this Ordinance the Company has not provided to the City written acceptance of the terms and conditions of this Ordinance, then this Ordinance shall be ipso facto, absolutely, null and void. Once accepted, this Franchise, and its terms and conditions, shall be binding upon and inure to the benefit of the Company and its successors and assigns.

Section 14. Entire Agreement. This Franchise, when accepted by Company as provided herein, shall constitute the entire agreement between the City and the Company relating to this Franchise and the same shall supersede and cancel any prior understanding, agreements or representations regarding the subject matter hereof, or involved in negotiations pertaining thereto, whether oral or written.

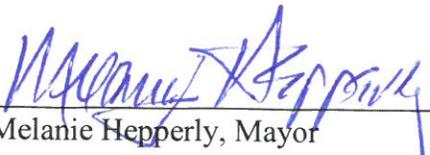
Section 15. Payment of Costs. The Company shall be responsible for payment of all costs and expenses of publishing this Ordinance and any amendments thereto, as provided in K.S.A. 12-2001.

Section 16. Invalidity of Ordinance. If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining provisions of this Ordinance; provided, however, the City or the Company may elect to declare the entire Franchise invalidated if the portion declared invalid is, in the judgment of the City or the Company, an essential part of the Franchise.

Section 17. Repeal of Conflicting Ordinances. Ordinance Nos. 1201 and 1494 are hereby repealed as of the effective date of this Ordinance.

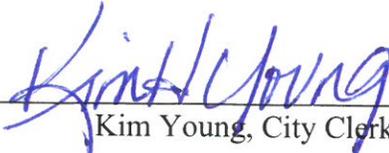
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PASSED AND APPROVED THIS 8th DAY OF JUNE, 2020.



Melanie Hepperly, Mayor

ATTEST:



Kim Young, City Clerk