

APPENDIX B. FRANCHISES

ARTICLE 1. EVERGY COMPANY (F/K/A KANSAS CITY POWER & LIGHT COMPANY)

SECTION I. DEFINITIONS.

For the purpose of this Ordinance, the following words and phrases shall have the meaning given. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this Section shall be given their common and ordinary meaning.

"City" means the City of Leawood, Johnson County, Kansas, and includes the territory as currently is or may in the future be included within the boundaries of the City of Leawood.

"Company" means the Evergy Company, and its successors and assigns.

"Facilities" means all facilities reasonably necessary to provide electricity into, within and through the City and includes but is not limited to plants, works, systems, lines, wires, poles, cables, conduits, anchors, equipment, pipes, mains, underground infrastructure, and meters.

"Governing Body" means the governing body of the City of Leawood.

"Kansas Corporation Commission" and/or "KCC" refer to and is the State Corporation Commission of the State of Kansas or other authority succeeding to the regulatory powers of the KCC.

"Public 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 as they now exist or may hereafter be opened, widened, extended, laid out and established. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as Right-of-Way. The term for purposes of this Agreement includes public utility easements granted or dedicated to the City. The term does not include the airwaves above a Right-of-Way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by or granted to utilities, private easements in platted subdivisions or tracts or the private easements of the Company that predate the dedication of the Public Right of Way.

"Gross Receipts" means those amounts of money which the Company receives from its customers within the City for the sale of electricity under rates, temporary or permanent, authorized by the KCC and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Gross Receipts 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 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 amount paid to the City pursuant to this Agreement.

SECTION II. USE OF THE RIGHT-OF-WAY.

In consideration of the benefits to be derived by the City and the inhabitants thereof from the construction, operation and maintenance of an electric light and power system and the supplying of electric energy to the

public, there is hereby granted to the Company and to its successors and assigns, pursuant to the term set out below, a franchise and non-exclusive authority to construct, operate and maintain within the Public Right of Way of the existing and any future extended corporate limits of the City for which the Company now or shall hereafter hold a Certificate of Convenience and Authority from the State Corporation Commission of the State of Kansas all appropriate facilities and plants for carrying on a power and light business and all other operations connected therewith or incident thereto for the purpose of supplying within the City and outlying areas electric or other energy in such forms as may be reasonably required for domestic, commercial, industrial, municipal and other purposes and to produce and supply such energy by manufacture, generation, purchase or otherwise, and to transmit and distribute same by means of underground or overhead facilities or otherwise, and for any or all of said purposes it is authorized to (i) construct, install, replace and remove conduits, poles, lamp posts, guys, anchors, wires, cables, street lights and all other related facilities in, on, under, along, across and over Public Right-of-Way and any future Public Right-of-Way,, (ii) construct, erect, maintain and remove all structures, machinery and attachments of any and every kind for any and all said purposes, (iii) enter upon Public Right-of-Way within the corporate limits of the City as it now exists or may hereafter be opened, widened, extended, laid out and established, including any other territory hereafter added thereto or coming under the City's jurisdiction, and (iv) to trim trees upon and overhanging such places and make such excavations thereon as may be appropriate for the construction, operation, maintenance, repair, renewal and removal of the Company's overhead and underground facilities and plants.

Provided, that all such use of the Public Right-of-Way is subject to all lawful right-of-way management and other rules, regulations, policies, resolutions and ordinances now or hereafter adopted or promulgated by the City in its exercise of its police power. Notwithstanding the above grant of authority, the Company shall not locate, construct or erect any Facilities used in the production, distribution, manufacture or generation of electricity, or any storage buildings, sheds or other storage facilities that are inconsistent with or otherwise not permitted by City Ordinance, especially the City's Right-of-Way Ordinance at Chapter 13, Article 3 of the Code of the City of Leawood, 2000, and including the Leawood Development Ordinance.

This Franchise Ordinance shall not convey title, equitable or legal, in the Public Right-of-Way, and gives only the right to occupy Public Right-of-Way for the purposes and for the period stated in this Franchise Ordinance and subject to the requirements herein. This Franchise Ordinance shall not grant the right to use property, other than Public Right-of-Way, or physical facilities owned or controlled by the City or a third-party, without the separate consent of such party, nor shall this Franchise Ordinance excuse Company from obtaining separate appropriate access or attachment agreements before locating its facilities on property other than Public Right-of-Way or facilities owned or controlled by the City or a third party. Nothing in this ordinance shall supersede any state law or regulation or tariff promulgated, adopted or approved by the Kansas Corporation Commission.

SECTION III. TERM AND TERMINATION OF FRANCHISE.

The term of this Franchise Ordinance shall be for an initial period of ten (10) years from the date of its final passage and approval; provided, this Franchise Ordinance and all rights and privileges herein provided shall be extended for two (2) successive periods of five (5) years unless either party terminates this Franchise Ordinance (a) as provided in this Section, (b) as set forth in Section V for failure to pay the franchise fee, or (c) as set forth in Section IX for changes in law.

At any time after a period of ten (10) years from the date of its final passage and approval, either party may terminate this Franchise Ordinance by providing written notice, one year prior to any such termination date, to the other party.

In case of failure on the part of Company to comply with any of the provisions of this Franchise Ordinance, or if Company should do or cause to be done any act or thing prohibited by or in violation of the terms of this Franchise Ordinance, the City shall serve a written notice upon Company, setting forth in detail the neglect or failure complained of, and Company shall have sixty (60) days thereafter in which to comply with

the conditions and requirements of this Franchise Ordinance. If at the end of such sixty (60) day period the City reasonably determines that the conditions have not been complied with, the City may take action to revoke and terminate this Franchise Ordinance by an affirmative vote of the Governing Body present at the meeting and voting, setting out the grounds upon which this Franchise Ordinance is to be revoked and terminated; provided, to afford Company due process, Company shall first be provided reasonable notice of the date, time and location of the Governing Body's consideration, and shall have the right to address the Governing Body regarding such matter; and further provided, if the nature of the default is such that it cannot be reasonably cured within the above said sixty (60) day period, and the Governing Body believes the Company has in good faith timely commenced its cure and is diligently pursuing the completion of the same, Company shall be given 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 or under this Agreement. Upon any determination by the Governing Body to revoke and terminate this Franchise Ordinance, Company shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This Franchise Ordinance shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Company has instituted such an appeal. If Company does timely institute such an appeal, such revocation and termination shall remain pending and subject to the Court's final judgment. Provided, however, that the failure of Company to comply with any of the provisions of this Franchise Ordinance or the doing or causing to be done by Company of anything prohibited by or in violation of the terms of this Franchise Ordinance shall not be a ground for the revocation or termination thereof when such act or omission on the part of Company is due to any cause or delay beyond the control of Company or to bona fide legal proceedings.

SECTION IV. DUTIES OF THE COMPANY.

The Company shall at all times during the term of this franchise supply to consumers of electric energy, residing in those portions of the City duly certificated to the Company by the State Corporation Commission of the State of Kansas, such electric energy as they may require, and shall extend and construct its lines and services in accordance with legal requirements, and rules and regulations as filed from time to time with the State Corporation Commission of the State of Kansas. The City shall cooperate with the Company to provide a map of the City's corporate limits (the "Map"). The Map shall be of sufficient detail to assist Company in determining whether their customers reside within the City's corporate limits. The Map shall serve as a basis for determining Company's obligation hereunder to collect and pay the franchise fee from customers; provided, however, that if the City's corporate limits are changed by annexation or otherwise, it shall be the Municipality's responsibility to (a) update the Map so that such changes are included therein, and (b) provide the updated Map to the Company. Company's obligation to collect and pay the fee from customers within an annexed area shall not commence until such time after Company's receipt from the City of actual notice of the annexation along with an updated Map including such annexed area as is reasonably necessary for such Company to identify the customers in the annexed area obligated to pay the fee. Nothing contained herein shall be construed as a guarantee upon the part of the Company to furnish uninterrupted service, and interruptions due to Acts of God, fire, strikes, civil or military authority, orders of the court and other causes reasonably beyond the control of the Company are specifically exempted from the terms of this Section.

Company shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City. Company shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this Franchise Ordinance does not provide Company the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Company agrees that this Contact Franchise Ordinance does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.

SECTION V. CONSTRUCTION AND RELOCATION.

All poles and wires shall be erected in accordance with the rules and regulations of the State Corporation

Commission of the State of Kansas as set out in Docket No. 1944 and any amendments thereto. All poles carrying said wires shall be placed in such manner as to interfere with and obstruct as little as reasonably possible, the ordinary use of the streets, alleys, sidewalks, bike paths, lanes and highways of said City, and shall not unreasonably interfere with any gas main, water main, storm sewer, sanitary sewer or other lawful uses now or hereafter lawfully laid out or constructed in or under the Public Right-of-Way of said City; provided, however, that nothing contained herein shall be construed as requiring Company to move its Facilities to accommodate future uses by other entities except to the extent otherwise expressly required in this Franchise or by law.

Any pavements, sidewalks or curbing taken up or any and all excavations made shall be done under the supervision and directions of the City under all necessary permits issued for the work, and shall be made and done in such manner as to give the least reasonable inconvenience to the inhabitants of the City and the public generally, and pavements, sidewalks, curbing and excavations shall be replaced and repaired in as good condition as before upon completion work done by the Company, by and at the expense of the Company.

If Company fails to make the repairs required by the City, the City may effect those repairs and charge Company the cost of those repairs. If the City incurs damages as a result of a violation of this Section, then the City shall have a cause of action against Company for violation of this Section and may recover its damages, including reasonable attorney fees, to the extent Company is found liable by a court of competent jurisdiction.

Company, its contractors and agents working in the Public Right-of-Way, shall comply with all provisions of the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., including but not limited to the Kansas One Call utility location program.

As a condition of this Franchise Ordinance, Company is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City or the Kansas Corporation Commission (KCC). Company shall also comply with all applicable laws, statutes and/or city regulations (including, but not limited to those relating to the construction and use of the Public Right-of-Way). In the event that this ordinance or any other city ordinance or home rule powers shall conflict with federal or state law, regulation, rule or tariff, such laws, regulations, rules and tariffs shall control over any city ordinance or home rule powers.

All Facilities of Company shall be installed and maintained in accordance with all applicable federal, State and local laws, rules, and regulations, including, but not limited to, the City's applicable permit applications and construction requirements for attachments to City facilities, if applicable, the City's adopted building and electrical codes, and the Code of the City of Leawood, 2000, City ordinances and regulations, including, but not limited to those relating to the construction and use of the Public Right-of-Way or other public property or private property, (collectively, the "Codes"). Company shall, at its own expense, make and maintain its Facilities in safe condition and good repair, in accordance with all Codes and Company shall replace, remove, reinforce or repair any defective Facilities.

The Company shall, at all times, in the construction, maintenance, and operation of its electric transmission, distribution and street lighting system, use all reasonable and proper precaution to avoid damage or injury to persons or property, and shall fully indemnify and hold harmless said City from any and all damage, injury and expense, including reasonable attorneys' fees and expenses, caused by the sole negligence of the Company, its successors and assigns.

When the City reasonably believes there is an Emergency as defined below, written notice to Company is not required and the parties shall proceed in accordance with the emergency notice requirements set forth in Section XI. If Company fails to respond, the City may perform such work and/or take such action as is necessary to alleviate the immediate threat. As soon as practicable thereafter, the City will advise Company

of the work performed or the action taken. Company shall be responsible for all actual and reasonable costs incurred by the City in taking action pursuant to this Paragraph, and shall indemnify the City from liability for all such work except to the extent of the City's negligence or willful misconduct in connection with such liability. An "Emergency" is a condition that, in the reasonable discretion of City, (i) poses an immediate threat to the safety of any person or the public; (ii) materially and adversely interferes with the performance of City's necessary or essential utility service obligations or public travel; or (iii) poses an immediate threat to the integrity of City's equipment or property.

If required by the City, for reasons of public safety or in order to accomplish construction and maintenance activities directly related to improvements for the health, safety and welfare of the public and paid for with public funds, Company promptly shall remove its Facilities from the Public Right-of-Way or shall relocate or adjust its Facilities within the Public Right-of-Way at no cost to the City. In all cases where the City requires Company to relocate from the Public Right-of-Way in accordance with this paragraph, City shall provide and make available adequate and suitable replacement Right-of-Way equivalent in type and size before Company shall be required to move. City shall notify Company in writing of any such required move. City shall use its best efforts to provide Company with a minimum of one hundred eighty (180) days advance notice to comply with any such relocation or adjustment. Company shall designate one (1) person within its organization by his/her employment position to whom relocation notices shall be sent and with whom rests the responsibility to facilitate all necessary communications within Company's various areas.

SECTION VI. COMPENSATION.

The franchise fee is compensation pursuant to K.S.A. 12-2001(b)(5) and shall in no way be deemed a tax of any kind.

The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City. The Company shall monthly pay to the City a franchise fee in cash of five percent (5%) of its gross receipts charged and collected from the sale of electric energy used within the present or future boundaries of said City for domestic, commercial and industrial consumption. Such payments shall be made on or before the last day of each month, and shall be based upon said gross receipts charged and collected for the preceding month. Such payments shall be made to the City independent of any monies or credits due the Company from the City for street lighting and traffic signal service, for which service the Company shall bill the City and the City shall pay the same in cash to the Company.

No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is, in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City.

To verify the correctness of the franchise fees paid by Company and Company's compliance with this Franchise Ordinance, the City shall have the right to examine, audit, inspect, review, and/or obtain copies of (collectively, "Audit") at its sole cost and expense, except as set forth in this Section, the papers, books, accounts, documents, maps, plans and other records (collectively, the "Records") of Company pertaining to all Gross Receipts derived by Company from the sale of electricity during any single year of this Franchise. Notice of Audit shall be provided by City to Company upon no fewer than sixty (60) days written notice and shall be performed no more often than once per calendar year. Company shall fully cooperate in making reasonably available its Records and otherwise assisting in these activities as is necessary for City to reasonably verify the correctness of the franchise fees paid by Company in the year subject to Audit. The City may extend the time for the provision of such Records upon a reasonable showing by Company that such extension is justified. In the event that such Audit discloses an underpayment by Company of more than five percent (5%) between the financial report submitted by the Company with a monthly payment and the actual Gross Receipts collected by Company that are subject to the franchise fees, as determined by the Audit, and unless Company challenges the findings of the Audit, the Company agrees to pay the City the costs of such Audit. In the event that such Audit results in a determination that additional franchise

fees are due the City, Company shall be provided a copy of said Audit and provided thirty (30) days to pay or contest the results of the Audit. Company further agrees that, where it is required to remit additional franchise fees as a result of an Audit, it agrees to pay interest as required for late payment on such additional franchise fees computed from the date on which such additional franchise fees were due and payable. In the event that the Audit reveals an overpayment by Company, the City shall refund to Company all such overpayments.

The percentage of Gross Receipts charged and collected from the sale and distribution of electric energy hereunder shall be subject to revision at the option of the City at no less than two (2) year intervals during the term hereof. The City shall notify the Company in writing not later than sixty (60) days prior to the effective date of any such revision.

In the absence of a good faith dispute, the failure to pay the franchise fee when due shall entitle the City to terminate this Franchise Ordinance upon thirty (30) days written notice to the Company.

SECTION VII. RESERVATION OF RIGHTS.

The City specifically reserves its right and authority as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Company's rates and services to ensure the rendering of efficient services at reasonable rates, and the maintenance of Company's property in good repair.

In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

Nothing herein shall be construed to waive or limit City's immunities, limitation of liability, or defenses under the Kansas Tort Claim Act or other law.

In granting its consent hereunder, Company does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

SECTION VIII. INDEMNITY AND INSURANCE.

- A. Indemnity. It shall be the responsibility of Company to take adequate measures to protect and defend its Facilities in the Public Right-of-Way from harm or damage. If Company fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Company's Facilities.

Company shall indemnify, defend, and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence or intentional conduct of Company, any agent, officer, director, representative, employee, affiliate or subcontractor of

Company, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public Right-of-Way.

The indemnity provided by this Section does not apply to any damages resulting from the negligence of the City, its officers, employees, contractors or subcontractors or any third party. If Company and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Company and does not create or grant any rights, contractual or otherwise, to any other person or entity.

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

B. Insurance and Bond. During the term of this Franchise Ordinance, Company shall obtain and maintain insurance coverage at its sole expense, with companies having and maintaining an A.M. Best rating of at least A-VII or better and that are licensed to do business in the State of Kansas. Should Company elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Company shall provide not less than the following insurance:

1. Workers' compensation as provided for under any workers' compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
2. Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability and umbrella or excess liability insurance of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate. The City shall be included as an additional insured with respect to liability arising from Company's operations under this Franchise Ordinance.

As an alternative to the requirements set forth above, Company may demonstrate to the satisfaction of the City that it is self-insured and as such Company has the ability to provide coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Company, or alleged to so have been caused or occurred.

Company shall deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without Company first giving the City thirty (30) days prior written notice. Company shall make available to the City on request the policy declarations page.

Company shall, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of \$5,000, payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Right-of-Way. The required performance bond must be with good and sufficient sureties, issued by a surety authorized to transact business in the State of Kansas, and satisfactory to the City Attorney in form and substance. Alternatively, if the Company anticipates that it will be engaged in the construction and/or maintenance of its Facilities in the Right-of-Way multiple times during the course of a year, the Company may choose to meet the bond requirements by providing a bond of

\$50,000 annually.

SECTION IX. RENEGOTIATION.

If during the term of this Franchise Ordinance, federal or state law is changed to permit competition between Company and others in the sale or distribution of electricity within the City, to permit retail wheeling of electricity in any form, to include the sale of unbundled services within the City or to eliminate or substantially modify the authority of the Kansas Corporation Commission has over the sale and distribution of electricity within the State then the City and the Company agree to enter into good faith negotiations for the purpose of revising and amending this Franchise Ordinance to address said change(s). Should the City and the Company fail after good faith negotiations to agree upon revised or amended Franchise terms, then the City and the Company shall each have the right to terminate this Franchise Ordinance upon 120 calendar days' written notice.

SECTION X. TRANSFER.

All provisions of this Ordinance shall be binding upon the Company and successors and assigns from and after the date of written acceptance hereof by the Company, and shall inure to the benefit of the Company, its grantees and its successors and assigns.

The Company shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or voluntary sale, or by ordinary sale, consolidation, or otherwise, this Franchise Ordinance or any of the rights or privileges granted by this Franchise Ordinance, without the prior written consent of the City, except that no such consent shall be required in connection with the sale of all or substantially all of the Kansas assets of the Company. Such consent shall not be unreasonably withheld. Except as otherwise may be provided by law, the Company shall not lease, sell or otherwise transfer possession or control of the Facilities, or any portion thereof, for any purpose to any person or entity that has not obtained a duly issued Franchise, or other grant by the City to use the Public Right-of-Way and which includes the authority to use or maintain such lease or transferred facilities. Company may allow attachment to its Facilities by those entities that are subject to a joint use agreement or pole attachment agreement with Company, provided that any such attaching entity must, as a condition of such authorization to attach, agree to comply and comply with all federal, state, or local laws, including but not limited to the Code of the City of Leawood, 2000 and the Leawood Development Ordinance.

SECTION XI. CONTACT AND NOTICE PROVISIONS.

Company shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Company in the event of an emergency. Company shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by City to Company and by Company to the City may be made by telephone. In an emergency situation, City shall telephone the local point of contact designated by Company, and Company shall telephone the City Clerk, City Engineer, or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail.

The City:
The City of Leawood
4800 Town Center Drive
Leawood, Kansas 66211
Attn: City Clerk
913-339-6700

The Company:
Energys

1200 Main
Kansas City, Missouri 64106
(816) 556-2200
Attn: Community Service Manager-Kansas, [1-888-LIGHT-KC](tel:1-888-LIGHT-KC) ([1-888-544-4852](tel:1-888-544-4852))

SECTION XII. SEVERABILITY.

If any clause, sentence, or section of this Ordinance, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Company may elect to declare the entire Ordinance is invalidated if the portion declared invalid is, in the judgment of the City or the Company, an essential part of the Ordinance.

Failure, by 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 Ordinance 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 said waiver or relinquishment is in writing and signed by both the City and the Company.

SECTION XIII. DUTIES UPON EXPIRATION.

Upon expiration or termination of this Franchise Ordinance, whether by lapse of time, by agreement between the Company and the City, or by forfeiture thereof, the Company shall have the right to remove its Facilities within a reasonable time and after such expiration or termination, but in such event, it shall be the duty of the Company, immediately upon and during such removal to restore the streets, avenues, alleys, and other public ways and grounds from which said Facilities have been removed, to the equivalent condition as the same were before said removal.

SECTION XIV. CONDITIONS OF FRANCHISE.

This non-exclusive franchise, grant, and privilege is granted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction, and each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other causes beyond City's or Company's control.

SECTION XV. 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 Ordinance 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 said waiver or relinquishment is in writing and signed by both the City and the Company.

SECTION XVI. ACKNOWLEDGMENT AND EFFECTIVE DATE.

This Franchise Ordinance shall take effect and be in force from and after its passage, approval by the City, acceptance by the Company, and publication in the official city newspaper. Company shall have thirty (30) days after the final passage and approval of this Franchise Ordinance to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Franchise Ordinance and when so accepted, this Franchise Ordinance and acceptance shall be deemed effective.

The City Clerk is hereby directed to publish this Ordinance once in an official newspaper. The cost of

publication shall be the expense of the Company.

SECTION XVII. REPEAL. Ordinance 1947C is hereby repealed.

[Ord. No. 2992; Effective Date: 03-10-20]
[Ord. No. 1947C; Effective Date: 06-15-02]
[Ord. No. 1215C; Effective Date: 6-30-91]