ORDINANCE NO. 7

AN ORDINANCE GRANTING TO KANSAS GAS AND ELECTRIC COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC LIGHT, HEAT AND POWER FRANCHISE, PRESCRIBING THE TERMS AND CONDITIONS THEREOF AND RELATING THERETO.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ANDOVER, KANSAS:

Section 1. That there be and is hereby granted to Kansas Gas and Electric Company, a corporation herein called the Grantee, its successors and assigns, the right, privilege and franchise until May 1, 1977, to construct, maintain and operate in the present and future streets, alleys and public places in the City of Andover, Kansas, electric distribution and transmission lines, together with all necessary or desirable appurtenances, including underground conduits, poles, towers, wires and other appurtenances, for the purpose of supplying electricity to said City, the inhabitants thereof, and persons, and corporations beyond the limits thereof, for light, heat, power and other purposes.

Section 2. That in consideration of and as compensation for the franchise and privilege hereby granted, and in lieu of all occupation and license taxes, Grantee shall make a written report to the governing body of said City, on or before the 15th days of February and August, respectively, in each year, of all its gross receipts during the preceding six (6) months' periods ending December 31 and June 30, respectively, derived from and after the date this franchise is effective, from consumers from the sale of electric energy used within the present or future corporate boundaries of said City, during such periods, and shall pay to said City, at the time of making such reports, an amount equal to two percent (2%) of such gross receipts of the Grantee during such preceding six (6) months' periods. The governing body of said City shall have access and the right to examine, at all reasonable times, all books, receipts, files, records and documents of said Grantee necessary to verify the correctness of such semi-annual statement and to correct the same, if found to be erroneous. If such statement of gross receipts be incorrect, then such payment shall be made upon such corrected statement.

Section 3. Poles and towers shall be so erected as to interfere as little as practicable with traffic over said streets and alleys. The location of all poles, towers and conduits shall be fixed under the supervision of the governing body of the City or its authorized representative, but not so as unreasonably to interfere with the proper operation of said lines.

Section 4. The City shall not, in any way, be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its lines and appurtenances hereunder, and the acceptance of this franchise shall be deemed an agreement on the part of said Grantee, its successors and assigns, to indemnify the City and hold it harmless against any and all liability, loss, cost, damages or expense which may accrue to said City by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of the Grantee's lines and appurtenances hereunder.

Section 5. Grantee, its successors and assigns, shall furnish and install for its patrons reliable meters and shall keep same in repair without cost to the patrons. All meters used by the Grantee, its successors and assigns, shall at all reasonable times be subject to inspection by the City, and the City shall have the right to test said meters, or cause the same to be tested by said Grantee, its successors and assigns, at all reasonable times.

Section 6. Grantee, its successors and assigns, shall at all times make extensions of its lines in compliance with such rules, regulations and orders as may be authorized or permitted, from time to time, by such regulatory body, municipal or otherwise, as may be vested by law with regulatory authority over such matters. In ordering such extensions, said regulatory body shall give due consideration to the elements of cost of installation and income.

Section 7. Grantee, its successors and assigns, shall during the life of this franchise, furnish electricity to the City, and inhabitants thereof, at such compensatory rates without discrimination, as shall be fixed or permitted from time to time by such regulatory body, municipal or otherwise, as may be authorized by law to fix rates for such service; PROVIDED, however, that nothing herein contained shall be construed as waiving the right of either the City or the Grantee, its successors and assigns, to review in the courts, in such manner as is now or may hereafter be provided by law, any findings or order of said regulatory body, or other authority, establishing rates for electric current furnished under this franchise.

Section 8. Grantee, its successors and assigns, shall have the right to make such reasonable rules and regulations for the protection of its property, for the prevention of loss and waste in the conduct and management of its business, and for the sale and distribution of electricity, as may from time to time be deemed necessary.

Section 9. This Ordinance shall take effect and be in force at the expiration of sixty-one (61) days from the date of its final passage and following its publication one a week for three (3) consecutive weeks immediately after its final passage, in the "Western Butler County News", the official paper of said City, which publication is hereby directed, and thereupon the franchise grant embodied herein shall become effective upon its acceptance by the Grantee, which acceptance shall be evidenced in writing, duly acknowledged before some officer authorized by law to administer oaths, and filed with the City Clerk of Andover, Kansas, within thirty (30) days after the Ordinance becomes finally effective.

Passed and approved by the Governing Body of the City of Andover, Kansas, on this 11 day of May, 1957.

Hugo Epp
Mayor

Charles E. Coker