

LEGAL NOTICE

**Ordinance No. 0-5-2
An Ordinance granting
Prairie Land Electric Co-
operative, Inc.,
its lessees, successors and
assigns,
an electric franchise and
the authority
to construct, operate,
maintain, and extend
an electric distribution
plant and system,
and granting the right to
use the streets, alleys, and
other public places within
the present or future cor-
porate limits
of the City of Cedar,
Kansas**

**Be it ordained by the Gov-
erning Body of the City of
Cedar, Kansas, as follows:**
FRANCHISE GRANTED
The Governing Body of the
City of Cedar, Kansas
(hereinafter referred to as
"Grantor"), hereby grants a
non-exclusive franchise to
Prairie Land Electric Coop-
erative, Inc., (hereinafter
called "Grantee"), its
lessees, successors and as-
signs. Grantee is hereby
granted the right, privilege,
franchise, permission and
authority to construct, in-
stall, maintain, operate and
extend in, along and across
the present and future
streets, alleys, avenues,
bridges, public rights-of-
way and public places as
are now within the present
or future limits of said
Grantor, an electric distri-
bution system and all facili-
ties necessary for the pro-
duction, transmission and
distribution of electrical
power and energy for the
purpose of carrying on a
general power and light
business and other opera-
tions connected therewith
or incident thereto for all
purposes to the inhabitants
of said Grantor and con-
sumers in the vicinity
thereof, and for the distribu-
tion of electric power and
energy from or through said
Grantor to points beyond
the limits thereof. Such
facilities shall include, but
not be limited to, poles,
transmission lines, distribu-
tion lines, anchors, guy wires,
cables, conduits, street
lighting poles, transformers
and all other apparatus and
appliances necessary or in-
cident thereto for all pur-
poses for which it may be
used, and to do all other
things necessary and proper
in providing electric service
to the inhabitants of Grantor
and in carrying on such
business.

TERM
The rights and privileges
granted hereunder shall re-
main in effect for a period
of twenty (20) years from
the effective date of this Or-
dinance.

**FRANCHISE FEES AND
TAXES**
In exchange for the fran-
chise granted herein,
Grantee shall collect from
its customers, but not from
the City of Cedar, located
within the corporate limits
of the City of Cedar, and
pay to Grantor an amount
equal to four (4%) of gross
receipts Grantee derives
from the sale, distribution
or transportation of electric-
ity delivered within the
present or future limits of
Grantor. The Grantor may
make further adjustments
to the franchise fee, from
time to time. Gross receipts
as used herein are revenues
received from the sale, distri-
bution or transportation of
electricity, after adjustment
for the net write-off of un-
collectible accounts and
corrections of bills thereto-
fore rendered.

The amount paid by
Grantee shall be in lieu of,
and Grantee shall be ex-
empt from, all other fees,
charges, taxes or assess-
ments which the Grantor
may impose for the privi-
lege of doing business
within the present or future
corporate limits of Grantor,
including, without limita-
tion, excise taxes, occupa-
tion taxes, licensing fees,
or right-of-way permit fees,
and in the event the Grantor

imposes any such fee,
charge, tax or assessment,
the payment to be made by
Grantee in accordance with
this section shall be reduced
in an amount equal to any
such fee, charge, tax or as-
sessment imposed upon the
Grantee. Ad valorem prop-
erty taxes imposed gener-
ally upon all real and per-
sonal property within the
present or future corporate
limits of Grantor shall not
be deemed to affect
Grantee's obligations under
this section.
Grantee shall report and pay
any amount payable under
this section on a semi-an-
nual basis. Such payment
shall be made no more than
thirty (30) days following
the close of the period for
which payment is due. Ini-
tial and final payments shall
be prorated for the portions
of the periods at the begin-
ning and end of the term of
this Ordinance.
Grantee shall list the fran-
chise fee collected from
customers as a separate
item on bills for utility serv-
ice issued to its customers.
If at any time any authority
having proper jurisdiction
prohibits such recovery,
Grantee will no longer be
obligated to collect and pay
the franchise fee.
Grantor shall provide
copies of annexation ordi-
nances to Grantee on a
timely basis to ensure ap-
propriate franchise fee col-
lection from customers
within Grantor's corporate
limits. Grantee's obligation
to collect and pay the fran-
chise fee from customers
within an annexed area
shall not commence until
the later of: (a) sixty (60)
days after Grantee's receipt
of the annexation ordinance
pertaining to such area, or
(b) such time as is reason-
ably necessary for Grantee
to identify the customers in
the annexed area obligated
to pay the franchise fee.
Grantor shall have access to
and the right to examine,
during normal business
hours, such of Grantee's
books, receipts, files,
records and documents as
is necessary to verify the ac-
curacy of payments due
hereunder. If it is deter-
mined that a mistake was
made in the payment of any
franchise fee required here-
under, such mistake shall be
corrected promptly upon
discovery such that any
under-payment by Grantee
shall be paid within thirty
(30) days of recalculation of
the amount due, and any
over-payment by Grantee
shall be deducted from the
next payment of such fran-
chise fee due by Grantee to
Grantor.

**GOVERNING RULES
AND REGULATIONS**
The franchise granted here-
under is subject to all con-
ditions, limitations and
immunities now provided
for, or as hereafter
amended, and applicable to
the operations of a public
utility, by state or federal
law. The rates to be charged
by Grantee for service
within the present or future
corporate limits of Grantor
and the rules and regula-
tions regarding the charac-
ter, quality and standards of
service to be furnished by
Grantee, shall be under the
jurisdiction and control of
such regulatory body or
bodies as may, from time
to time, be vested by law
with authority and jurisdic-
tion over the rates, regula-
tions and quality and stand-
ards of service to be sup-
plied by Grantee. Provided
however, should any judi-
cial, regulatory or legisla-
tive body having proper
jurisdiction take any action
that precludes Grantee from
recovering from its custom-
ers any cost associated with
services provided hereun-
der, then Grantee and
Grantor shall renegotiate
the terms of this Ordinance
in accordance with the ac-
tion taken so as to allow
Grantee to be made eco-
nomically whole. In deter-

mining the rights and duties
of the Grantee, the terms of
this Ordinance shall take
precedence over any con-
flicting terms or require-
ments contained in any
other ordinance enacted by
the Grantor.
If an energy supplier is un-
able to furnish an adequate
supply of energy due to an
emergency, an order or de-
cision of a public regulatory
body, or other acts beyond
the control of the Grantee,
then the Grantee shall have
the right and authority to
adopt reasonable rules and
regulations limiting, curtail-
ing or allocating extensions
of service or the supply of
energy to any customers or
prospective customers, and
withholding the supply of
energy to new customers,
provided that such rules and
regulations shall be uniform
as applied to each class of
customers or prospective
customers, and shall be non-
discriminatory as be-
tween communities receiv-
ing service from the
Grantee.
**CONSTRUCTION AND
MAINTENANCE OF
GRANTEE'S FACILI-
TIES**
Any pavements, sidewalks
or curbing taken up and any
and all excavations made
shall be done in such a man-
ner as to cause only such in-
convenience to the inhabi-
tants of Grantor and the
general public as is reason-
ably necessary, and repairs
and replacements shall be
made promptly by
Grantee, leaving such prop-
erties in as good as condi-
tions as existed immedi-
ately prior to excava-
tion.
Grantee agrees that for the
term of this franchise it will
use its best efforts to main-
tain its facilities and equip-
ment in a condition
sufficient to meet the cur-
rent and future energy re-
quirements of Grantor, its
inhabitants and industries.
While maintaining its facili-
ties and equipment, Grantee
shall obtain permits as re-
quired by ordinance, ex-
cept that in emergency
situations Grantee shall take
such immediate unilateral
actions as it determines are
necessary to protect the
public health, safety, and
welfare; in which case,
Grantee shall notify Grantor
as soon as reasonably pos-
sible.
Grantor will give Grantee
reasonable notice of plans
for street improvements
where paving or resurfacing
of a permanent nature is in-
volved that affects
Grantee's facilities. The no-
tice shall contain the nature
and character of the im-
provements, the rights-of-
way upon which the im-
provements are to be made,
the extent of the im-
provements, and the time
when the Grantor will start
the work, and, if more than
one right-of-way is in-
volved, the order in which
the work is to proceed. The
notice shall be given to the
Grantee a sufficient length
of time in advance of the
actual commencement of
the work, considering sea-
sonable working condi-
tions, to permit the Grantee
to make any additions, al-
terations, or repairs to its
facilities.
TREE TRIMMING
Grantor grants Grantee the
right, permission and au-
thority to trim and remove
trees upon, over, across and
along all of the streets, al-
leys, avenues, bridges, pub-
lic rights-of-way and public
places of Grantor. Grantee
will notify Grantor at least
one week in advance of any
tree trimming within the
corporate limits of Grantor.
STREET LIGHTING
Grantee will furnish, erect,
maintain, clean, repair and
operate, in accordance with
the street lighting tariffs as
approved from time to time
by Grantee's Board of
Trustees, street lights within
the corporate limits of
Grantor. Grantor will re-

ceive and pay for the street
light service at the rates
stipulated in the tariff.
Grantor may, from time to
time, cause the number of
street lights to be increased
by making written request
to Grantee, stating the num-
ber, capacity, and location
desired. Such request is to
be made at least ninety (90)
days prior to the time such
additional street lights are
required by Grantor. How-
ever, Grantee has the right
to refuse requests for addi-
tional street lights made less
than one year before expira-
tion of this Ordinance.
**EXTENSION OF
GRANTEE'S FACILI-
TIES**
Upon receipt and accept-
ance of a valid application
for service, Grantee shall,
subject to its own economic
feasibility criteria, make
reasonable extensions of its
distribution facilities to
serve customers located
within the current or future
corporate limits of Grantor;
provided however, that
nothing in this Ordinance
shall require Grantee to in-
stall new facilities under-
ground. In the event that
Grantor shall order or re-
quest Grantee to install facili-
ties underground along any
street, alley, avenue, bridge,
public right-of-way or public
place, Grantee shall have the
right to recover from Grantor
the difference in cost between
placing facilities overhead
and placing new facilities
underground. No obligation
shall extend to, or be bind-
ing upon, Grantee to install
new facilities underground
unless Grantee is able to ob-
tain an easement for such
facilities on private prop-
erty adjacent to the public
right-of-way.
**RELOCATION OF
GRANTEE'S FACILI-
TIES**
If Grantor elects to change
the grade of or otherwise
alter any street, alley, av-
enue, bridge, public right-
of-way or public place for a
public purpose, Grantee,
upon reasonable notice
from Grantor, shall remove
and relocate its facilities or
equipment situated in the
public rights-of-way, at the
cost and expense of
Grantee, if such removal is
necessary to prevent inter-
ference and is not merely
for the convenience of the
Grantor; provided however,
that nothing in this Ordi-
nance shall require Grantee
to relocate facilities under-
ground. In the event that
Grantor shall order or re-
quest Grantee to install facili-
ties underground along any
street, alley, avenue, bridge,
public right-of-way or public
place, Grantee shall have the
right to recover from Grantor
the difference in cost between
placing facilities overhead
and placing facilities under-
ground. No obligation shall
extend to or be binding
upon Grantee to install facili-
ties underground unless
Grantee is able to obtain an
easement for such facilities
on private property adjacent
to the public right-of-way.
If Grantor orders or re-
quests Grantee to relocate
its facilities or equipment
for the primary benefit of a
commercial or private proj-
ect, or as a result of the
initial request of a commer-
cial or private developer or
other non-public entity, and
such removal is necessary
to prevent interference and
is not merely for the con-
venience of the Grantor or
other right-of-way user,
Grantee shall receive pay-
ment for the cost of such re-
location as a precondition to
relocating its facilities or
equipment. Grantor shall
consider reasonable alterna-
tives in designing its public
works projects and exercis-
ing its authority under this
section so as not to arbitrar-
ily cause Grantee unreason-
able additional expense.
Grantor shall also provide a
reasonable alternative loca-
tion for Grantee's facilities.

Grantor shall give Grantee
written notice of an order or
request to vacate a public
right-of-way; provided,
however, that its receipt of
such notice shall not de-
prive Grantee of its right to
operate and maintain its ex-
isting facilities in such pub-
lic right-of way until it
receives the reasonable cost
of relocating the same and
Grantor provides a reason-
able alternative location for
such facilities.
Any person or corporation
desiring to move a building
or other structure along, or
to make any unusual use of,
any street, alley, avenue,
bridge, public right-of-way
or public place which shall
interfere with the facilities
or equipment of the
Grantee, shall first give no-
tice to the Grantor and the
Grantee and pay a sum suf-
ficient to cover the expense
of moving Grantee's facili-
ties and equipment in such
location, and any damages
incident thereto.
**CONFIDENTIAL IN-
FORMATION**
Grantor acknowledges that
certain information it might
request from Grantee pur-
suant to this Ordinance may
be of a proprietary and con-
fidential nature, and that
such requests may be sub-
ject to the Homeland Secu-
rity Act or other
confidentiality protections
under state or federal law.
If Grantee requests that any
information provided by
Grantee to Grantor be kept
confidential due to its pro-
prietary or commercial
value, Grantor and its em-
ployees, agents and repre-
sentatives shall maintain the
confidentiality of such in-
formation, to the extent al-
lowed by law. If Grantor is
requested or required by
legal or administrative
process to disclose any such
proprietary or confidential
information, Grantor shall
promptly notify Grantee of
such request or requirement
so that Grantee may seek an
appropriate protective order
or other relief.
FORCE MAJEURE
It shall not be a breach or
default under this Ordi-
nance if either party fails to
perform its obligations
hereunder due to force ma-
jeure. Force majeure shall
include, but not be limited
to, the following: 1) physi-
cal events such as acts of
God, landslides, lightning,
earthquakes, fires, freezing,
storms, floods, washouts,
explosions, breakage or ac-
cident or necessity of re-
pairs to machinery,
equipment or distribution or
transmission lines; 2) acts
of others such as strikes,
work-force stoppages, riots,
sabotage, insurrections or
wars; 3) governmental ac-
tions such as necessity for
compliance with any court
order, law, statute, ordi-
nance, executive order, or
regulation promulgated by
a governmental authority
having jurisdiction; and (4)
any other causes, whether
of the kind herein enumer-
ated or otherwise not rea-
sonably within the control
of the affected party to pre-
vent or overcome. Each
party shall make reasonable
efforts to avoid force ma-
jeure and to resolve such
event as promptly as rea-
sonably possible once it oc-
curs in order to resume
performance of its obliga-
tions hereunder; provided,
however, that this provision
shall not obligate a party to
settle any labor strike.
HOLD HARMLESS
Grantee, during the term of
this Ordinance, agrees to
save harmless Grantor from
and against all claims, de-
mands, losses and expenses
arising directly out of the
negligence of Grantee, its
employees or agents, in
constructing, operating, and
maintaining its distribution
and transmission facilities
or appliances; provided,
however, that Grantee need
not save Grantor harmless
from claims, demands,
losses and expenses arising

out of the negligence of
Grantor, its employees or
agents.
**SUCCESSORS AND AS-
SIGNS**
All rights, privileges and
authority granted to Grantee
hereunder shall inure to the
benefit of Grantee's lessees,
successors and assigns, sub-
ject to the terms, provisions
and conditions herein con-
tained, and all obligations
imposed upon Grantee
hereunder shall be binding
upon Grantee's lessees, suc-
cessors and assigns.
**NO THIRD PARTY BEN-
EFICIARIES**
This Ordinance constitutes
a franchise agreement be-
tween the Grantor and
Grantee. No provision of
this Ordinance shall inure to
the benefit of any third per-
son, including the public at
large, so as to constitute any
such person as a third party
beneficiary of the agree-
ment or of any one or more
of the terms hereof, or oth-
erwise give rise to any
cause of action for any per-
son not a party hereto.
SEVERABILITY
If any clause, sentence or
section of this Ordinance is
deemed invalid by any judi-
cial, regulatory or legisla-
tive body having proper
jurisdiction, the remaining
provisions shall not be af-
fected.
NON-WAIVER
Any waiver of any obliga-
tion or default under this
Ordinance shall not be con-
strued as a waiver of any fu-
ture defaults, whether of
like or different character.
**REPEAL CONFLICT-
ING ORDINANCES**
This Ordinance, when ac-
cepted by Grantee as pro-
vided below, shall
constitute the entire agree-
ment between the Grantor
and the Grantee relating to
the franchise granted by
Grantor hereunder, and the
same shall supersede all
prior ordinances relating
thereto, and any terms and
conditions of such prior or-
dinances or parts of ordi-
nances in conflict herewith
are hereby repealed. Ordi-
nance No. 53 of the City of
Cedar, Kansas, is hereby re-
pealed as of the effective
date hereof.
**EFFECT AND INTER-
PRETATION OF ORDI-
NANCE**
The captions that precede
each section of this Ordi-
nance are for convenience
and/or reference only and
shall not be taken into con-
sideration in the interpreta-
tion of any of the provisions
of this Ordinance.
**EFFECTIVE DATE AND
ACCEPTANCE**
This Ordinance shall be-
come effective and be bind-
ing contract between the
Grantor and Grantee upon
its final passage and ap-
proval by Grantor, in accor-
dance with applicable laws
and regulations, and upon
Grantee's acceptance by
written instrument, within
sixty (60) days of passage
by Grantor and filing with
the clerk of the city of
Cedar, Kansas. The Clerk of
the City Cedar, Kansas,
shall sign and affix the
community seal to acknowl-
edge receipt of such ac-
ceptance, and return one
copy to Grantee. If grantee
does not, within sixty (60)
days following passage of
this Ordinance, either ex-
press in writing its objec-
tions to any term or por-
vieions contained there-
in, or reject this Ordi-
nance in its entirety, Grantee
shall eb deemed to have
accepted this Ordinance and
all of its terms and condi-
tions. Passed and approved
by the Governing Body of
the City of Cedar, Kansas,
this 2nd day of June, 2025
to be effective upon Gar-
ntee's acceptance.
Rebecca Muller /S/ Mayor
Sue Riley/S/ Clerk of the
City of Cedar, Kansas

*(Published in the Smith
County Pioneer Thursday,
June 19, 2025.)*