

**ORDINANCE NO. 504**

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

BE IT ORDAINED BY THE GOVERNING BODY OF: City of Walton, Kansas

**SECTION 1.** That in consideration of the benefits to be derived by the City of Walton, Kansas, and its inhabitants, there is hereby granted to Every Kansas South, Inc., a Kansas Corporation, hereinafter sometimes designated as "Company," said Company being a corporation engaged in the business of selling and furnishing electric power throughout the state of Kansas and to the inhabitants of the City, the right, privilege, and authority for a period of twenty (20) years from the effective date of this ordinance, to occupy and use the several streets, avenues, alleys, bridges, parks, parkings, and public places of said City, for the placing and maintaining of equipment and property necessary to carry on the business of selling and distributing electricity for all purposes to the City, and its inhabitants, and through said City and beyond the limits thereof; to obtain said electricity from any source available; and to do all things necessary or proper to carry on said business in the City.

**SECTION 2.** As further consideration for the granting of this franchise, and in lieu of any city occupation, license, or revenue taxes, the Company shall pay to the City during the term of this franchise (5%) of its gross cash receipts from the sale of electric energy for use within the corporate limits of said City, such payment to be made monthly for the preceding monthly period. Gross cash receipts shall not include other operating revenues received by the Company, which are not related to the "sale of electric energy." Other operating revenues include, but are not limited to, delayed payment charges, connection fees, disconnection and reconnection fees, collection fees and return check charges. Company will use commercially reasonable efforts to ensure the accuracy of its records and of the determination of the amount of gross cash receipts subject to the fee provided for in this Section 2. At the option of either the City or the Company and upon written notice given by one to the other sent at least (90) days before the fifth, tenth, or fifteenth anniversary of this franchise, the rate of compensation hereunder may be renegotiated. Any new rate of compensation that results from such renegotiation shall be effective on and after the fifth, tenth, or fifteenth anniversary of this franchise. Notwithstanding anything to the contrary in this Franchise, the fee provided for in this Section 2 shall not become effective within any area annexed by the City until 30 days after the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law and a map of the city detailing the annexed area.

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

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

provided by said Company to the City after its final passage, approval and publication as required by law, and acceptance by said Company.

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

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

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

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

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

PASSED and APPROVED this 2<sup>nd</sup> day of June, 2025.

  
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Mayor

Attest:

  
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City Clerk

Minutes

Regular Meeting

Walton City Council

Monday June 2, 2025

The Meeting was called to order at 7:00pm by Mayor Barry Wentz. A moment of silence was observed. Members present: Cole Nickel, Chris Deschner Janet Wentz, Mike Hiebert, Absent: Tony Wheeler. Staff present: Brian Huntley

Presentations of Petitions, Public Forums, Memorials:

**Consent Agenda:**

Minutes of May Regular Meeting were **Approved as Presented**

May Financials were **Approved as Presented**.

Public Forum was Opened 7:00PM & Closed at 7:00PM.

DeschnerI moved to Approve the Evergy Franchise Agreement as Presented. Nickel Seconded. Carried 4-0

Reports Staff & Committees:

**Attorney's Report:**

**Mayor's Report:** Cell Tower Option – will follow up, will offer City Clerk to Marla Villanueva.

**Maintenance Supervisor:** Will schedule Brush Pickup for June 27<sup>th</sup>.

**Clerk's Report-**

**Police Report-** Decal PD Car

**Boards & Committees:**

**New Business:** Look into AirBNB regulations

**Business Updates:** Office closed June 19<sup>th</sup> for Juneteenth. Audit performed May 7-9<sup>th</sup>. Office will have limited hours M-W 10:am-1pm & 2pm-4pm until Clerk position filled. Maintenance will still be available via phone for any non-billing issues.

**Items for Upcoming Meeting:** Budget

Meeting Adjourned 7:45PM