

APPENDIX B – FRANCHISE AGREEMENTS

ORDINANCE NO. 233

AN ORDINANCE PERTAINING TO THE REGULATION AND RATES FOR PAWNEE ROCK CABLE TELEVISION IN THE CITY OF PAWNEE ROCK, KANSAS.

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

Section 1. That all cable hookups to the Pawnee Rock Cable T.V. System will be set at a price of \$20.00 for the first time hookups. (Initial Hookup)

Section 2. That any house or dwelling that has had cable hookup installed before will be charged a fee of \$12.00 for hookups.

Section 3. That each additional hookup will be charged at \$4.00 per hookup.

Section 4. Monthly fee for one hookup will be \$24.00, plus tax.

Section 5. Each additional hookup fee will be \$1.00 per month

Section 6. If service is disconnected, a \$20.00 fee will be required for it to be reinstated.

Section 7. Monthly fees will always be one month in advance.

Section 8. Service will be disconnected five days after bill is due. Due dates will be marked on your bill.

Section 9. If you are going to be absent for a minimum of 60 days and notice is given to our office, you will not be charged for the period you are absent.

Section 10. Anyone found guilty of tampering, changing, or using the cable system illegally will be subject to a \$500.00 fine under F.C.S. regulation 76.5(A)

Section 11. You may pay by the month, quarterly, semi-annually, or annually. If paid annually, you will receive one month service free.

Section 12. This ordinance shall take effect and be in full force from and after its publication one time in the official city newspaper, the Great Bend Tribune.

FINAL ADOPTION AND PASSAGE by the Governing Body of the City of Pawnee Rock, Kansas, this 7th day of July 1986.

(Ord. 233; Code 2011)

ORDINANCE NO. 239

AN ORDINANCE FOR THE CITY OF PAWNEE ROCK, KANSAS, GRANTING TO MIDWAY CABLE TV COMPANY, IT'S SUCCESSORS, LESSEES, AND ASSIGNS FOR A TERM OF TWNEY (20) YEARS THE RIGHT, AUTHORITY, POWER AND FRANCHISE TO ESTABLISH, CONSTRUCT, ACQUIRE, MAINTAIN AND OPERATE A COMMUNITY ANTENNAE AND CLOSED CIRCUIT ELECTRONIC SYSTEM WITHIN THE CITY LIMITS OF PAWNEE ROCK, KANSAS, TO RENDER, FURNISH AND SELL COMMUNITY ANTENNA AND CLOSED CIRCUIT ELECTRONIC SERVICE THEREFROM WITHIN THE CITY LIMITS OF PAWNEE ROCK, KANSAS, AND ENVIRONS THEREFOR, AND TO USE AND OCCUPY THE STREETS AND OTHER PUBLIC PLACES OF THE CITY FOR SUCH COMMUNITY ANTENNA AND CLOSED CIRCUIT ELECTRONIC SYSTEM.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PAWNEE ROCK, KANSAS.

Section 1: After public hearings affording an opportunity to be heard to all interested parties, there is hereby granted to MIDWAY CABLE TV COMPANY, a partnership duly authorized to do business in the State of Kansas, (hereinafter called the "Grantee") and to the Grantee's successors, lessees, and assigns, pursuant to the authority provided in the City Charter for the City of Pawnee Rock, Kansas for a full term of twenty (20) years from the date hereof, the non-exclusive rights, authority, power of franchise to establish, construct, acquire, maintain and operate a Community Antennae and Closed Circuit Electronic System within the City of Pawnee Rock, Kansas (hereinafter called the "City") to render, furnish, and sell community antennae and closed circuit electronic service from such system to the inhabitants of the City and its environs, and the use and occupy the streets and other public places within the corporate limits of the City as the same now exist or may hereafter exist for its community antennae and closed circuit electronic system, including the right to enter and construct, erect, locate, repair and rebuild in, on, or under, along, over and across the streets, alleys, avenues, parkways, lanes, bridges, easements, rights of way and other public places of the City, all towers, poles, cables, amplifiers, conduits and other facilities owned, leased or otherwise used by the Grantee for the furnishing of antennae and closed circuit electronic service within the City and environs, thereof during the City from time to time may add additional land to the City limits by annexation to which Grantee is obligated to service under this franchise; provided however, that grantee shall not be obligated to construct and provide service in any area where density of homes is less than fifty (50) homes per street mile.

Section 2: If the Grantee seeks to construct and maintain its electronic system within public or private property, and an easement for such use has already been granted to a telephone company, electric company, or other utility. In such easements the words "telephone company", "electric company", "utility" and the like shall be interpreted to provide equal access by the grantee. The Grantee shall not be required to construct its facilities and provide service to areas where required easements are not reasonably obtainable.

Section 3: Grantees shall construct the entire system underground and shall not use the poles or the suspension facilities of any utility companies providing and service to the City, unless in the event that Grantee determines that such methods of construction of the system is not possible or reasonable feasible. Where necessary to construct the system beneath existing paved surfaces, Grantee shall make its best effort to bore underneath such surfaces

so as to not in any means disrupt or disturb them from their existing condition. Should it be necessary to disturb any existing pavement surface, the Grantee shall at its own expense and effort, properly restore the surface to a condition reasonably equal to that which existed prior to such excavation. Grantee shall, when placing its fixtures in any public right of way, locate such fixtures in such a manner as not to disrupt or interfere with the usual travel of some public places. Grantee shall also make and keep records and maps showing the location of its facilities and provide City with copies of same if so required.

Section 4: In the event that at any time during the period of the franchise the City shall lawfully elect to alter or change the grade of any street, alley, or other public way, the Grantee, upon reasonable notice by the City, shall remove, relocate or relay any of its cables or facilities at its own expense.

Section 5: The City reserves the right of reasonable regulation of the erection, construction or installation of any facilities by the Grantee and to reasonable designate where such facilities are to be placed within the public ways and places.

Section 6: The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions of its business as shall be reasonably necessary to enable the grantee to exercise its right and perform its services under this franchise agreement and to insure an uninterrupted service to each and all of its customers. The Grantee shall have the right and power to fix, charge, collect and receive reasonable rates for community antennae and closed circuit electronic service and may be furnished within the City's corporate limits.

Section 7: The Grantee shall indemnify and hold the City harmless from any and all liability, damage or expense arising from accidental or negligent damage either to itself or other persons or property of others which may occur by the reason of the Grantees activities and shall provide liability and property damage insurance is the of \$100,000.00 for property damage. Certification that such insurance is in effect shall be filed by the Grantee with the City clerk. Insurance coverage shall be in force for the full term of the franchise as stated herein.

Section 8: The franchise and rights herein shall take effect and be in force from and after the final passage hereof as required by law, and shall continue in force and effect for a term of twenty (20) years. The Grantee is further granted an option to extend said term for a period of years as may be negotiated and approved by the City and Grantee.

Section 9: In the event Grantee shall fail or refuse to observe the terms and provisions of this franchise, the City shall be entitled to terminate this franchise and all rights thereunder provided, however, that the City shall serve the Grantee written notice of such violations and the Grantee shall thereupon correct such violations or show cause why such violations should or cannot be corrected not less than thirty (30) days from and after the date of receipt of said written notice. In the event the Grantee fails to correct such violations within said time or satisfactorily show cause why such violations cannot or should not be corrected, this franchise shall thereupon be voidable by the City.

Section 10: It shall be the policy of the City to amend this franchise, upon application of the Grantee, when necessary to enable the Grantee to take advantage of ay developments in the field of television and other communications which will afford it an opportunity to more

effectively, efficiently or economically serve its customers, and to enable the Grantee Commission as they may be amended from time to time.

Section 11: With the exception of the initial “Charter Member” subscriptions, no contract as to the length of service for a regular monthly residential subscriber shall be required by the Grantee under ordinary circumstances. The grantee agrees that under ordinary circumstances it shall be the right of the subscriber to start and terminate his service by making advance payments of current rates to commence service and by reasonable notice to the Grantee to terminate service. It is hereby acknowledged however, that any equipment installed by the Grantee in behalf of the subscriber on his premises shall remain the property of the Grantee, and shall be subject to reasonable inspection and service by the Grantee at reasonable hours and removal upon Grantees and or subscribers request. It is further acknowledged that any device attached to Grantee’s property with the intent of bypassing the Grantee’s normal operation of business shall become the property of Grantee and shall at its option be removed and confiscated.

Section 12: If any section, sentence, phrase, or portion of the franchise is for any reason held invalid or unconstitutional by any court of competent jurisdiction, then such portion shall be deemed a separate and distinct and independent provision and shall not affect the validity of the remaining portion thereof.

Section 13: All provisions of this ordinance shall be binding upon the Grantee and all successors, lessees, and assigns of the Grantee whether expressly stated herein or not. The rights granted under this ordinance shall be freely assignable and transferrable by the Grantee during the term hereof, provided that no assignment or transfer of the rights granted hereunder shall become effective until the assignee or transferee has filed with the City Clerk an instrument accepting the terms of this ordinance and agreeing to perform all of the conditions hereof.

FINAL ADOPTION AND PASSAGE by the Governing Body of the City of Pawnee Rock, Kansas, this 1st day of August, 1988.

(Ord. 239; Code 2011)

ORDINANCE NO. 305

AN ORDINANCE GRANTING TO MIDWEST ENERGY, 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 THEREOF.

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

Section 1. That, in consideration of the benefits to be derived by the City of Pawnee Rock, Kansas, and its inhabitants, hereinafter called "City", there is hereby granted to Midwest Energy, inc., hereinafter called "Grantee" or "Company", its successors and assigns, the right to use and occupy the streets, avenues, alleys and other public places within the City of Pawnee Rock, Kansas, for the purpose of constructing, erecting, operating and maintaining electric transmission and distribution lines and all necessary facilities and appurtenances for use in the transmission, distribution and sale of electricity for all purposes to said City and its inhabitants for a period of twenty (20) years from the date of passage of this Ordinance through the 3rd day of December, 2027.

Section 2. The Company is hereby given the right, under the supervision of the Governing Body of the City, and within the City limits, to trim and cut such trees and foliage as may be reasonably necessary to prevent the same from interfering with the safe and efficient operation and maintenance of its transmission lines, distribution system, street lighting equipment, and to establish reasonable rules and regulations for the conduct of its business.

Section 3. That, in consideration of the rights and privileges hereby granted, said Grantee hereby undertakes and agrees to use reasonable effort to maintain good and adequate service to the City hereunder, but it is understood that the Company does not guarantee that the supply of electrical energy will at all times be continuous and it is agreed that temporary cessation of Company's service hereunder occasioned by fire, explosion, flood, strike, insurrection, mob violence, governmental interference, breakdown or injury to machinery, or transmission or distribution lines or from other accidents or causes not reasonably within its control, shall not constitute a breach of this Ordinance or any obligation arising hereunder on the part of the Company; and, that Grantee shall not be liable to City or to any other person, firm or corporation for any damages resulting from such temporary cessation of service.

(Ord. 154; Code 2011)

ORDINANCE NO. 306

AN ORDINANCE GRANTING TO MIDWEST ENERGY, INC., A KANSAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE PRESCRIBING THE TERMS THEREOF AND RELATING THERETO, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT WITH OR IN CONFLICT WITH THE TERMS THEREOF.

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

Section 1. That, in consideration of the benefits to be derived by the City of Pawnee Rock, Kansas, and its inhabitants, hereinafter called "City", there is hereby granted to Midwest Energy, Inc., hereinafter called "Grantee" or "Company", its successors and assigns, the right to use and occupy the streets, avenues, alleys and other public places within the City of Pawnee Rock, Kansas, for the purpose of constructing, installing, maintaining and operating a natural gas transmission and distribution system including mains, pipes, conduits, services and other necessary structures and appurtenances, in, under, upon, over, across, and along the streets, alleys, bridges, and public grounds within the present and future corporate limits of the City of Pawnee Rock, Kansas, for the furnishing, transmission, distribution, and sale of natural gas, for heating, cooling, domestic, industrial and other purposes, and for transmitting natural gas into, through and beyond said City for a period of twenty (20) years from the date of passage of this Ordinance through the 3rd day of December, 2027.

Section 2. All mains, pipes, conduits and services shall be installed and maintained so as to interfere as little as practicable with traffic over the streets, alleys, bridges and public places of said City.

When Grantee shall do any work of construction, repair or maintenance of said system in the course of which any pavements, curbing or gutter upon any street, alley, bridge or public place shall be excavated, Grantee shall properly protect excavations and shall promptly restore such street, alley, bridge or public place as far as practicable to as good condition as before such work was done.

Section 3. That, in consideration of the rights and privileges hereby granted, said Grantee hereby undertakes and agrees to use reasonable effort to maintain good and adequate service to the City hereunder, but it is understood that the Company does not guarantee that the supply of natural gas will at all times be continuous and it is agreed that temporary cessation of Company's service hereunder occasioned by fire, explosion, flood, strike, insurrection, mob violence, governmental interference, breakdown or injury to machinery, or transmission or distribution lines or from other accidents or causes not reasonably within its control, shall not constitute a breach of this Ordinance or any obligation arising hereunder on the part of the Company; and, that Grantee shall not be liable to City for any damages resulting from such temporary cessation of service.

Section 4. That, in consideration of the rights and privileges hereby granted, said Grantee, its successors and assigns, shall locate its distribution lines in the streets, avenues, alleys and other public places in such manner as not to interfere with the use of said streets, avenues, alleys and public places. At times when City causes public improvements to be made to any of the streets, avenues, alleys or other public places within the City that are occupied by Company's electric facilities, Company shall, at City request, relocate its electric facilities at Company's expense to conform to the City's planned improvement. If said Grantee is required to move, alter or rebuild any of its electric facilities not located on public right-of-way, the cost of moving, altering or rebuilding said facilities shall be borne by the requesting party. In the event City vacates or otherwise abandons City right-of-way on which Company facilities are located, or planned to be located, the Ordinance vacating or abandoning such City right-of-way shall provide City granted easement to Company.

Section 5. It is further agreed by the City and the Company, that the rates now in effect or such rates as may be approved by the proper governmental authority having jurisdiction over the Company, shall be deemed to be a reasonable schedule of maximum rates charged the City and its inhabitants for the service provided by the Company.

Section 6. Subject to any restriction placed on Company by regulatory authorities having jurisdiction over the Company in consideration of and as compensation for the granting of this franchise by the City of Pawnee Rock, Kansas, and in lieu of any licenses, fees and occupation or other revenue taxes, Company shall collect from consumers and pay to the City an amount equal to ___ percent (%) of the gross revenue derived from the sales of electric power and energy within the corporate limits of said City, such payment to be made to the City monthly for the preceding monthly period.

If and when retail wheeling becomes an option, this ordinance may be opened so that a franchise tax may be collected on such electric energy that is being wheeled through Midwest Energy's local distribution system in the city limits of Pawnee Rock, Kansas. The option to reopen this provision of Section 6 will not effect the other terms of this ordinance.

The City shall have access to and the right to examine, at all reasonable times, all books, receipts, files, records and documents of Company necessary to verify the correctness of said payments.

Notwithstanding anything to the contrary in this franchise, the fee provided for in this Section 6 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 7. Without affecting the other terms of this Ordinance, as further consideration for the rights and privileges hereby granted Company and subject to any restrictions placed on Company by regulatory authorities having jurisdiction over Company, Company agrees that the City will have the option to open the provision of Section 6 relating to the percentage applied to gross receipts derived from applicable electric sales. Six (6) months prior to the end of each 5-year period that this Ordinance is in existence, the Company and the City may renegotiate the percentage to be paid to the City during the succeeding 5-year period. If the Company and the City cannot reach a mutual agreement on said percentage during such 6-month period, this

Ordinance shall become null and void.

Section 8. That the Company, its successors and assigns, in the construction, maintenance and operation of its electric transmission, distribution and street lighting system, under the rights and privileges herein granted, shall exercise all reasonable and proper precaution to avoid damage or injury to persons or property, and shall hold and save harmless the City of Pawnee Rock, Kansas, 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 9. It is further provided that should any section or sections of this Ordinance be held null and void, or void or illegal by any court having jurisdiction in a proper action, such decision by such court shall not affect any other part of this Ordinance not passed upon by such court.

Section 10. That all ordinances or parts of ordinances in conflict with or inconsistent with this Ordinance are hereby repealed.

Section 11. This franchise is granted pursuant to the provisions of Article 20, Chapter 12, Kansas Statutes Annotated.

Section 12. The ordinance shall take effect and be in force from and after its passage and publication in the Great Bend Tribune, the official city newspaper.

FINAL ADOPTION AND PASSAGE by the Governing Body of the City of Pawnee Rock, Kansas, this 3rd day of December, 2007.

(Ord. 132; Ord. 250; Code 2011)