

**CITY COMMISSION MEETING  
Winfield, Kansas**

DATE: Monday, April 01, 2019  
TIME: 5:30 p.m.  
PLACE: City Commission – Community Council Room – First Floor – City Building

**AGENDA**

CALL TO ORDER.....Mayor Ronald E. Hutto  
ROLL CALL.....Deputy City Clerk, Carina Anderson  
MINUTES OF PRECEDING MEETING.....Monday, March 18, 2019

**PROCLAMATION**

-Proclaiming the month of April, 2018 as Fair Housing Month

**PUBLIC HEARING**

-Consider Condemnation Proceedings for 1421 E. 9<sup>th</sup> Avenue and 909 High Street

**BUSINESS FROM THE FLOOR**

-Citizens to be heard

**NEW BUSINESS**

Ordinances & Resolutions

**Bill No. 1920 - A Resolution** – Accepting and granting a Conditional Use Permit to Mark Buck, owner and, Tarena Sisk, agent at 1203 E 9<sup>th</sup>, to allow for the use as a Women’s Health Clinic within a “R-1” Low Density Residential District.(1203 E. 9<sup>th</sup> Ave)

**Bill No. 1921 - A Resolution** – Authorizing and directing the City Manager to execute an actuarial services agreement between the SilverStone Group, Omaha, Nebraska and the City of Winfield.

**Bill No. 1922 - A Resolution** – Setting forth findings that the structures, two (2) houses, located on a tract of land legally described as follows *Lot 1, and the East Half of Lot 2, Block 26, Grand View Addition, to Winfield, Kansas. Commonly known as 1421 E. 9<sup>th</sup> Ave. and Lot 1, and the East Half of Lot 2, Block 26, Grand View Addition, to Winfield, Kansas. Commonly known as 909 High St.* Recorded in Book 0703 Page 885, in the Office of the Register of Deeds in Cowley County, Kansas, is unsafe and/or dangerous and ordering said structures to be repaired or removed in ninety (90) days.

**Bill No. 1923 - A Resolution** – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in Orr’s Park Addition, City of Winfield, Cowley County, Kansas. (1208 E 19<sup>th</sup> Ave.)

**Bill No. 1924 A Resolution** – Authorizing an Outdoor Community Event and Temporary Entertainment District Application. (YP Spring Music Crawl)

**OTHER BUSINESS**

-Consider appointment to the Senior Citizen’s Advisory Committee  
-Consider a Joint Defense and Common Interest Agreement with the Kansas Power Pool and GridLiance  
-Consider Tree Trimming Bids

**ADJOURNMENT**

-Next regular work session 4:00 p.m. Thursday April 11, 2019  
-Board Appreciation Dinner 6:30 Thursday April 18, 2019 at Baden Square  
-Next regular meeting 5:30 p.m. Monday, April 15, 2019.

**CITY COMMISSION MEETING MINUTES**  
**Winfield, Kansas**  
**March 18, 2019**

The Board of City Commissioners met in regular session, Monday, March 18, 2019 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Ronald E. Hutto presiding. Commissioners Phillip R. Jarvis and Gregory N. Thompson were also present. Also in attendance were Brenda Peters, Interim City Manager; Carina Anderson, Deputy City Clerk and William E. Muret, City Attorney. Other staff members present were Gary Mangus, Assistant to the City Manager; Patrick Steward, Director of Public Improvements; Vincent Warren, Fire Chief and Bryan Root, Power Plant Operator I.

Mayor Hutto affirmed all members were present, and dispensed with a formal roll call.

Commissioner Thompson moved that the minutes of the March 4, 2019 meeting be approved. Commissioner Jarvis seconded the motion. With all Commissioners voting aye, motion carried.

**PROCLAMATION**

- Mayor Hutto presented a proclamation to Director of Public Improvements Steward, proclaiming April 1st through April 6th, 2019 as Spring Beautification Week.

**NEW BUSINESS**

**Bill No. 1916 - An Ordinance** – Regulating the sale of cereal malt beverage and beer containing not more than 6% alcohol by volume within the City of Winfield, Kansas, by amending Division 1, and repealing Division 2 and Division 3, and adopting a new Division 2, Article II, Chapter 6 of the Code of the City of Winfield, Kansas. City Attorney Muret explains that this Ordinance will bring our Ordinances into compliance with the change in State law that takes effect April 1, 2019, and also addresses the issue of Sunday sales of enhanced Cereal Malt Beverage, which would possibly begin June 1, 2019. Upon motion by Commissioner Jarvis, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 1916 was adopted and numbered Ordinance No. 4105.

**Bill No. 1917 - A Resolution** – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project 18-BI875, a roof replacement project for the Recreation Center Building, between the City of Winfield, Kansas and Bloyer and Sons, Inc., Winfield, Kansas. Director of Public Improvements Steward explains this Resolution awards the bid to Bloyer and Sons, Inc., and allows the Mayor to sign the contract to replace the roof on the Recreation Center building. Steward explains to the Commission that one of the bidders had submitted a reduced bid, but our policy is that once the bids are read, they are final. Upon motion by Commissioner Thompson, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 1917 was adopted and numbered Resolution No. 1419.

**Bill No. 1918 - A Resolution** – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Island Park Productions). Assistant to the City Manager Mangus explains April 13th is the first concert. Island Park Productions is requesting that the Commission allow alcohol in Island Park in a designated area, and there will be two officers to be at the event. Upon motion by Commissioner Jarvis, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 1918 was adopted and numbered Resolution No. 1519.

**Bill No. 1919 - A Resolution** – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Beau Bailey). Assistant to the City Manager Mangus explains this is a fundraiser for Bryan Bailey who was in a bad accident. They are requesting sales Building #7, with possession and consumption in Buildings #6, #7, #8, and #10 at the Winfield Fairgrounds from 5:00 pm to 12:00 midnight, April 20, 2019. There will be concertina wire around the area for service and consumption. Upon motion by Commissioner Thompson, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 1919 was adopted and numbered Resolution No. 1619.

**OTHER BUSINESS**

-Consider purchase of SCBA Air packs for Fire/EMS. Fire Chief Warren explains that this purchase of 6 New SCBA air packs, 12 bottles and two Pak Trackers is the final phase of SCBA air pack and bottle replacement for the Winfield Fire/EMS Department. Warren asks the Commission to approve the purchase in the amount of \$48,112 through Feld Fire, who is the only authorized dealer for Scott SCBA Packs and bottles in Kansas. Commissioner Jarvis made a motion to approve the purchase of the SCBA air packs, 12 bottles and two Pak Trackers in the amount of \$48,112. Motion was seconded by Commissioner Thompson. With all Commissioners voting aye, motion carried.

**ADJOURNMENT**

Upon motion by Commissioner Thompson, seconded by Commissioner Jarvis, all Commissioners voting aye, the meeting adjourned at 5:45 p.m.

Signed and sealed this 29<sup>th</sup> day of March 2019.

Signed and approved this 1<sup>st</sup> day of April 2019.

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Carina Anderson, Deputy City Clerk

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Ronald E. Hutto, Mayor

**DRAFT**



## Request for Commission Action

**Date:** 3/25/19

**Requestor:** Patrick Steward

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**Action Requested:**

Conditional Use Permit – 1203 E. 9<sup>th</sup> Ave.

**Analysis:**

On March 11<sup>th</sup>, 2019, the Planning Commission heard a request to consider a conditional use permit for the above referenced property. The request was to consider a CUP for use as a medical clinic. Specifically, as a location for home births and women's health services.

Much of the discussion by the board was concerning the operations of the facility and how it may or may not impact the surrounding properties. After hearing the case and considering all the factors, the planning commission recommended approval of the request with the following conditions:

- A fence be added to the South side of the property.
- The proposed use shall be limited to the building footprint of the existing structure.

**Fiscal Impact:**

None

**Attachments:** Resolution

*(First published in the Cowley Courier Traveler on Friday, April 5, 2019)*

**BILL NO. 1920**

**RESOLUTION NO. 1719**

**A RESOLUTION**

**ACCEPTING** and granting a Conditional Use Permit to Mark Buck, owner and, Tarena Sisk, agent at 1203 E 9<sup>th</sup>, to allow for the use as a Women’s Health Clinic within a “R-1” Low Density Residential District.

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**WHEREAS**, the Winfield City Planning Commission conducted a public hearing on March 11<sup>th</sup>, 2019, at the time and location as set forth in a public notice published in the Cowley County Courier Traveler to consider Zoning Case Number 2019-01; and,

**WHEREAS**, said Planning Commission on March 11<sup>th</sup>, 2019, after due consideration, passed a motion recommending approval of a Conditional Use Permit as set forth in Zoning Case Number PC2019-01 with stated conditions; and,

**WHEREAS**, after due consideration of the recommendation submitted by the Winfield City Planning Commission;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:**

**Section 1.** A Conditional Use Permit in Cowley County, Kansas, is hereby granted to Mark Buck, Owner, Tarena Sisk, agent, as necessary for the use as a Women’s Health Clinic on the following legally described property:

Lots 3, 4, 5 and 6, Block 349, Thompsons Second Addition to the City of Winfield, Cowley County, Kansas, together with the North Half of vacated alley adjoining said lots.

**Section 2.** With the following conditions in place:

- 1) A fence be added to the South side of the property
- 2) The proposed use shall be limited to the building footprint of the existing structure.

**Section 3.** The Clerk of the City of Winfield, Cowley County, Kansas, is hereby authorized and directed to file a certified copy of this resolution with the Register of Deeds for Cowley County, Kansas.

**Section 4.** This resolution shall be in full force and effect from and after its passage and publication in the official city newspaper.

**ADOPTED** this 1<sup>st</sup> day of April, 2019.

(SEAL)

\_\_\_\_\_  
Ronald E. Hutto, Mayor

ATTEST:

\_\_\_\_\_  
Carina Anderson, Deputy City Clerk

Approved as to form: \_\_\_\_\_  
William E. Muret, City Attorney

Approved for Commission action: \_\_\_\_\_  
Brenda Peters, Interim City Manager/tp

**A RESOLUTION**

**AUTHORIZING** and directing the City Manager to execute an actuarial services agreement between the SilverStone Group, Omaha, Nebraska and the City of Winfield.

\_\_\_\_\_

**WHEREAS**, the City maintains several employee benefit plans which are under the general management and administration of the City and;

**WHEREAS**, subject to the terms and conditions set forth herein, the City deems it appropriate to engage SilverStone Group to provide certain actuarial and administrative services for the plans, and SilverStone Group desires to accept such engagement;

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:**

**Section 1.** The Governing Body of the City of Winfield, Kansas, hereby authorizes the City Manager to execute an actuarial services agreement between the SilverStone Group, Omaha, Nebraska and the City of Winfield, a copy of which is attached hereto and made a part hereof.

**Section 2.** This resolution shall be in full force and effect from and after its adoption.

**ADOPTED** this 1st day of April, 2019.

(SEAL)

\_\_\_\_\_  
Ronald E. Hutto, Mayor

ATTEST:

\_\_\_\_\_  
Carina Anderson, Deputy City Clerk

Approved as to form: \_\_\_\_\_  
William E. Muret, City Attorney

Approved for Commission action: \_\_\_\_\_  
Brenda Peters, Interim City Manager



## Request for Commission Action

**Date:** March 27, 2019

**Requestor:** John Adams, Code Enforcement Inspector

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**Action Requested:** Seeking approval of a Setting resolution ordering the repair or removal of 2 houses located on one parcel commonly known as 1421 E. 9<sup>th</sup> Ave. and 909 High Street.

**Analysis:** Submitting for consideration a setting resolution tandem with the public hearing on the above structures. Mr. Duru contacted me March 13, 2019 and expressed a desire to repair the structures and stated he would have his property manager schedule a meeting with me to submit plans and a work timeline however as of this writing no further contact has been made.

**Fiscal Impact:** Unknown fiscal impact as of now. If passed by resolution and barring any attempts by the owner to comply, the structures will razed and removed by contractor quote proposal and that cost passed to the owner.

**Attachments:** Setting Resolution 1421 E. 9<sup>th</sup> Ave.

(First published in the Cowley Courier Traveler on Friday, April 5, 2019)

**BILL NO. 1922**

**RESOLUTION NO. 1919**

**A RESOLUTION**

**SETTING** forth findings that the structures, two (2) houses, located on a tract of land legally described as follows ***Lot 1, and the East Half of Lot 2, Block 26, Grand View Addition, to Winfield, Kansas.*** Commonly known as **1421 E. 9<sup>th</sup> Ave. and Lot 1, and the East Half of Lot 2, Block 26, Grand View Addition, to Winfield, Kansas.** Commonly known as **909 High St.** Recorded in **Book 0703 Page 885,** in the Office of the Register of Deeds in Cowley County, Kansas, is unsafe and/or dangerous and ordering said structures to be repaired or removed in ninety (90) days.

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**WHEREAS**, the Governing Body, by **Resolution No. 0719,** scheduled a hearing for April 1<sup>st</sup>, 2019 at 5:30 p.m. to hear evidence to determine if the structure hereinafter described is unsafe and/or dangerous; and,

**WHEREAS**, on the 1st of April 2019 the Governing Body heard all the evidence submitted.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:**

**Section 1.** The Governing Body hereby finds that the structures located on a tract of land legally described as: ***Lot 1, and the East Half of Lot 2, Block 26, Grand View Addition to Winfield, Kansas,*** commonly known as **1421 E. 9<sup>th</sup> Ave., and Lot 1, and the East Half of Lot 2, Block 26, Grand View Addition to Winfield, Kansas,** commonly known as **909 High St.** Recorded in **Book 0703 Page 885,** in the Office of the Register of Deeds in Cowley County, Kansas, are unsafe and dangerous and hereby directs the owner to remove or repair said structures and make the premises safe and secure. The owner has ninety (90) days from the date of publication of this resolution or building permit date, whichever comes first, to complete repair work, bring the structures into code compliance and make said structures safe and habitable. Compliance must meet city standards and expectations. The owner must have the structures inspected by the city inspector and obtain a Certificate of Occupancy from the Inspection Department before said structures are deemed safe, habitable and ready for occupancy. Regardless of the expenditures and/or progress on the structures, if the owner fails to complete the repair within the time frame specified or fails to diligently prosecute the same until the work is completed, then at its discretion said Governing body will cause the structures to be razed and removed or extend the time period. The cost of razing and removal, less salvage, if any, shall be assessed as a special assessment against the parcel of land upon which the structures are located.

**Section 2.** Within thirty (30) days of publication, the owner shall provide to the Building Official a detailed written plan for rehabilitation or removal of the structures complete with estimated costs and completion date. Failure to provide said plan within the designated time shall constitute waiving of the established time for repair established in Section 1.

**Section 3.** The City Clerk shall cause said findings to be filed with the Register of Deeds of Cowley County, Kansas.

**Section 4.** This resolution shall be in full force and effect from and after its adoption and publication in the official city newspaper.

**ADOPTED** this 1st day of April, 2019.

(SEAL)

\_\_\_\_\_  
Ronald E. Hutto, Mayor

ATTEST:

\_\_\_\_\_  
Carina Anderson, Deputy City Clerk

Approved as to form: \_\_\_\_\_  
William E. Muret, City Attorney

Approved for Commission action: \_\_\_\_\_  
Brenda Peters, Interim City Manager / ja

**A RESOLUTION**

**ACCEPTING** and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in Orr’s Park Addition, City of Winfield, Cowley County, Kansas.

**WHEREAS**, it was necessary to acquire a certain permanent easement to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances in Cowley County, Kansas; and,

**WHEREAS**, said easement has been successfully negotiated.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:**

**Section 1.** The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to accept a certain permanent easement in Cowley County, Kansas, granted by Dale E Hendrickson & Rose Ann Hendrickson, owners in Cowley County, Kansas, necessary to provide right-of-way for the purpose of installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate described as follows:

Five feet either side of the utility lines as constructed across the Northeast corner of a tract described as Lot 8, Block 2, Orr’s Addition, Winfield, Cowley County, Kansas.

**Section 2.** The Clerk of the City of Winfield, Kansas shall record said easement with the Register of Deeds of Cowley County, Kansas.

**Section 3.** This resolution shall be in full force and effect from and after its adoption.

**ADOPTED** this 1<sup>st</sup> day of April, 2019.

(SEAL)

\_\_\_\_\_  
Ronald E. Hutto, Mayor

ATTEST:

\_\_\_\_\_  
Carina Anderson, Deputy City Clerk

Approved as to form: \_\_\_\_\_  
William E. Muret, City Attorney

Approved for Commission action: \_\_\_\_\_  
Brenda Peters, Interim City Manager

**PERMANENT EASEMENT**

We, Dale E Hendrickson & Rose Ann Hendrickson, owners, in consideration of the benefits to be obtained from the access to utility lines which are the subject of this easement, payment of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, do hereby convey and assign to the CITY OF WINFIELD, Cowley County, Kansas, a permanent 10 feet easement and right-of-way for the purpose of installation, construction, maintenance, repair, and removal of utilities and necessary appurtenances therefore, in, over, under, and across the real estate in of Orr’s Addition, City of Winfield, Cowley County, Kansas, described as follows:

Five feet either side of the utility lines as constructed across the Northeast corner of a tract described as Lot 8, Block 2, Orr’s Addition, Winfield, Cowley County, Kansas.

The amount of money as set forth herein is in full payment for the use of said property and the undersigned releases the grantee from any claims for damages for acts or omissions pertaining to the purpose as set forth herein except for negligence on the part of said grantee. There are no other agreements, oral or written, between the parties except as set forth herein.

This easement is binding upon the heirs, executors, administrators, successors, trustees, and assigns of the parties hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Dale E Hendrickson, Owner

\_\_\_\_\_  
Rose Ann Hendrickson, Owner

STATE OF KANSAS  
COWLEY COUNTY, SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me a notary public in and for said county and state, personally appeared \_\_\_\_\_ to me known to be the person named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.

\_\_\_\_\_  
Notary Public

My commission expires:

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Accepted and authorized for filing in the Office of Register of Deeds, Cowley County, Kansas, this \_\_\_\_ day of \_\_\_\_\_ 2019, by Resolution No. \_\_\_\_\_ of the Governing Body of the City of Winfield, Kansas.

\_\_\_\_\_  
Ronald E. Hutto, Mayor

ATTEST:

\_\_\_\_\_  
Carina Anderson, Deputy City Clerk

**A RESOLUTION**

**AUTHORIZING** an Outdoor Community Event and Temporary Entertainment District Application (Young Professionals of Cowley County)

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**WHEREAS**, Young Professionals of Cowley County has made application for an Outdoor Community Event and Temporary Entertainment District; and

**WHEREAS**, Young Professionals of Cowley County requests the sale, possession, and consumption of alcoholic liquor on city streets, alleys, parking lots, and public sidewalks during the Spring Music Crawl, a special event, from 5:30 pm to 9:30 pm, on May 10, 2018, on the north half of Millington Street between 9th and 10th Avenues.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:**

**Section 1.** Within Section 6-120 of Article IV of Section 6 of the Code of the City of Winfield, Kansas, "Temporary Entertainment District" means a defined area, which includes City streets, alleys, parking lots and public sidewalks on which the City Commission has authorized the sale, possession or consumption of alcoholic liquor or cereal malt beverage for a specified period of time, during a community event which has been properly permitted under Chapter 8 of this Code.

**Section 2.** A Special Event is defined by K.S.A. 41.719(a)(2). Alcoholic liquor may be consumed at a special event held on public streets, alleys, roads, sidewalks or highways when a temporary permit has been issued pursuant to K.S.A. 41-2645 for such special event. Such special event must be approved, by ordinance or resolution, by the local governing body of any city, county or township where such special event is being held. No alcoholic liquor may be consumed inside vehicles while on public streets, alleys, roads or highways at any such special event.

**Section 3.** Young Professionals of Cowley County has contracted with Bottle Service LLC, 1421 Millington Street, Winfield KS, a Caterer licensed by the Kansas Department of Revenue, Alcoholic Beverage Control Division and the City of Winfield. A "caterer" means an individual, partnership or corporation which sells alcoholic liquor by the individual drink, and provides services related thereto, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit. [Subsection (c) of K.S.A. 41-2601]. Kansas Department of Revenue, Alcoholic Beverage Control Division granted Bottle Service LLC liquor license #4760, attached and made a part hereof, effective 01/27/2018 and expiring 01/26/2020. Bottle Service LLC will notify the Alcoholic Beverage Control Division Director by electronic notification of its intent to sell and serve alcoholic liquor by individual drink at least 48 hours prior to the event. A separate Temporary Alcohol Permit is not required of Young Professionals of Cowley County or Bottle Service LLC.

**Section 4.** The governing body of the city of Winfield Kansas hereby authorizes Outdoor Community Event and Temporary Entertainment District Application in accordance with the rules and procedures set forth by Article IV of Section 6 of the Code of the City of Winfield, Kansas, regarding the sale, possession or consumption of alcoholic liquor as presented by the Young Professionals of Cowley County for the Spring Music Crawl, a special event, from 5:30 pm to 9:30 pm, on May 10, 2019, on the north half of Millington Street between 9th and 10th Avenues, Winfield Kansas as identified in the Outdoor Community Event and Temporary Entertainment District Application; a copy of which is attached hereto and made a part hereof.

**Section 5.** This resolution shall be in full force and effect from and after its passage and approval.

**ADOPTED** this 1st day of April, 2019.

(SEAL)

\_\_\_\_\_  
Ronald E Hutto, Mayor

ATTEST:

\_\_\_\_\_  
Carina Anderson, Deputy City Clerk

Approved as to form: \_\_\_\_\_  
William E. Muret, City Attorney

Approved for Commission Action: \_\_\_\_\_  
Brenda Peters, Interim City Manager

ATTORNEY WORK PRODUCT  
PRIVILEGED AND CONFIDENTIAL

**COMMON INTEREST AGREEMENT**

This written Common Interest Agreement (the Agreement), dated \_\_\_\_\_, 2019, is by and among GridLiance High Plains LLC (GridLiance), the City of Winfield, Kansas (Winfield), and The Kansas Power Pool (KPP), a Municipal Energy Agency (KPP), collectively, the "Parties."

WHEREAS, Winfield is a member city of KPP, a municipal energy agency;

WHEREAS, GridLiance has signed an agreement to purchase transmission assets from Winfield (the Asset Purchase);

WHEREAS, GridLiance, Winfield and KPP are entering into an agreement for KPP to assign its interest in the Notification to Construct designated as SPP-NTC-200479 (PID 51249, UID 71954), to GridLiance, pursuant to the Southwest Power Pool, Inc. (SPP) Membership Agreement and Attachment O of the SPP Open Access Transmission Tariff that directs KPP to upgrade a portion of Winfield's transmission assets, specifically, to reconductor 4 miles of 69 kV transmission line from Winfield's Tie Substation to Westar Energy, Inc.'s Rainbow Substation (the Project, together with the Asset Purchase and other related matters, the Transaction);

WHEREAS, Winfield, KPP, and GridLiance anticipate future federal and state filings and proceedings in connection with the Transaction, including, but not limited to, filings and proceedings under Section 205 of the Federal Power Act and filings and proceedings with the State Corporation Commission of the State of Kansas (collectively, the Matters) will likely involve similar or identical legal issues, the resolution of which in any of such dockets could affect the others;

WHEREAS, the Parties acknowledge that they share a common interest in the Matters and that their common interest would best be served if they cooperate in a joint defense effort;

WHEREAS the Parties desire to share documents, factual material, confidential mental impressions, memoranda of law, debriefing memoranda, transcript digests, work product and other such materials and information relating to the Matters, including client confidences, and make oral and written communications between and among them and/or the Representatives (as defined below) relating to the Matters, which, if not shared, would be protected from disclosure to any third party by the attorney-client privilege and/or attorney work-product doctrine (Privileged Materials);

WHEREAS, the Parties believe that their common interests may be best served by exchanging among themselves and/or the Representatives (as defined below) the Privileged Materials; and

WHEREAS, the Parties acknowledge that the purposes of this Agreement are to avoid assertions of waiver of attorney-client privilege or attorney work-product by virtue of sharing, disclosure or exchange by and between the Parties of Privileged Materials.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Privileged Materials. The Parties agree that a disclosure or exchange of Privileged Materials among the Parties and/or the Representatives (as defined below), whether orally or in writing or by any other appropriate means of communication, will not waive or diminish any claim of attorney-client, work-product, common interest, joint defense and/or other applicable privileges or protections. Subject in all respects to Winfield and KPP compliance with the Kansas Open Records Act, Privileged Materials disclosed under this Agreement may only be used in connection with the Parties' common interest and joint defense efforts contemplated above and for no other purpose without the prior written consent of the disclosing Party.

2. Confidentiality. All Privileged Materials shall remain confidential and shall, to the fullest extent possible, be protected from disclosure to any third party. Where certain Privileged Materials are specifically so designated as "Privileged", "Confidential" or "Restricted" by the disclosing Party, distribution of the designated Privileged Materials by the receiving Parties shall be limited to the receiving Parties' (1) outside counsel and the partners, associates, staff and other employees of their respective firms who are working on the common interest and joint defense effort relating to the Matters (Retained Outside Counsel); (2) in-house counsel; and (3) retained consultants or non-testifying experts in the Matters, but only if such persons agree in writing to abide by the terms of this Agreement (collectively, the Representatives). Each receiving Party and its Representatives shall take all necessary and appropriate measures to ensure that any person receiving Privileged Materials is aware that the materials are privileged and subject to the terms of this Agreement, and is familiar with and complies with the substance and terms of this Agreement.

3. Discovery. If any person or entity not a party to this Agreement requests or demands, by subpoena or otherwise, any Privileged Materials exchanged pursuant to this Agreement from any of the Parties, the recipient of the request will: (1) assert the attorney-client, joint defense, common interest and other applicable privileges protected by or arising under this Agreement; and (2) immediately notify counsel for the other Parties to this Agreement, and each counsel so notified will take all steps necessary to permit the assertion of all applicable rights and privileges with respect to such Privileged Materials, and shall cooperate fully with such other counsel in any judicial proceeding relating to the disclosure of Privileged Materials. Any inadvertent disclosure of Privileged Materials exchanged pursuant to this Agreement shall not constitute a waiver of any privilege or protection of the Party providing such material. No Party may at any time waive any privileges as to Privileged Materials exchanged pursuant to this Agreement without the written consent of the other Parties.

4. Effective Date. This Agreement is intended to be the written embodiment of the prior oral understanding among the Parties, and shall endure in full force and effect, without regard to whether this Agreement is terminated, whether the Parties cease to have interests in common, or otherwise. All Privileged Materials exchanged between and among any of the Parties in connection with the Matters are now subject to this Agreement. This Agreement shall be construed to protect all communications and materials shared between the Parties since the inception of the Parties' common interest under the same terms as set forth in this Agreement.

5. Disclosure of Agreement. Except as may be necessary under the Kansas Open Records Act, or to assert a privilege or otherwise enforce the terms of this Agreement, neither this Agreement nor any documentation relating to this Agreement may be disclosed to any third party, filed in or with any court, or used for any other purpose. If, pursuant to legal process, the disclosure of such materials is required by a court of competent jurisdiction, the Party so ordered shall seek leave of said court to file the Agreement and/or materials under seal or subject to an order protecting its confidentiality.

6. Disclosure Not Mandatory. The Parties recognize that one purpose of this Agreement is to maximize the free flow of information between the Parties and the Representatives in order to further their common legal interests in the Matters. The Parties agree, however, that this Agreement does not obligate any Party to share Privileged Materials with the other Party, and any failure to disclose information shall not constitute a breach of this Agreement or otherwise affect its validity or application.

7. No Attorney-Client Relationship. Any action taken by counsel under this Agreement is intended for the sole benefit of such counsel's own client. Nothing in this Agreement nor the exchange of any Privileged Information under this Agreement shall be deemed to create any attorney-client relationship between a Party and counsel for the other Party. Each Party acknowledges that it has had the benefit of independent counsel with respect to this Agreement, has been specifically advised regarding the effect of this Agreement and of the waiver of potential conflicts pursuant to Paragraph 8, and understands and agrees to its terms.

8. Possible Conflicts. No Party shall assert that counsel for the other Party has a conflict of interest on the grounds that (1) counsel had access to Privileged Materials pursuant to this Agreement, or (2) counsel has participated in joint defense efforts under this Agreement. Neither this Agreement nor the sharing of Privileged Materials under this Agreement shall be used by any Party as a basis for seeking to disqualify counsel for any other Party from representing another party in any other matter, whether or not the interests of the Parties are adverse.

9. Return or Destruction of Privileged Materials. Upon request of a Party and to the extent permitted under applicable law, all Privileged Materials disclosed by that Party pursuant to this Agreement, together with any and all copies and/or summaries thereof, shall be returned to counsel for the disclosing Party or, at the option of the disclosing Party, shall be destroyed by the receiving Party or Parties within thirty (30) days of such request (except where practically impossible to erase from back-up system(s)), with written confirmation of such destruction.

10. No Admission of Liability. This Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of liability, law or fact, a waiver of any right or defense, or an estoppel by a Party or by any other person.

11. Withdrawal and Termination. Each Party shall have the right to withdraw from this Agreement on five (5) business days' prior written notice to the other Parties, transmitted to the persons and in the manner provided in Paragraph 15 below. The obligations imposed on each of the Parties by this Agreement in respect of Privileged Materials already communicated or exchanged shall remain in effect notwithstanding any Party's withdrawal from this Agreement, the termination of the Parties' joint defense effort, or the conclusion of the Matters.

12. Choice of Law. Any and all disputes concerning the validity, construction, interpretation, and effect of this Agreement shall be resolved under the laws of the State of Kansas without regard to conflict of law principles.

13. Binding Nature. The provisions of this Agreement shall be binding upon and inure to the benefit of each Party and its successors, assigns, officers, directors, trustees, partners and members.

14. Amendment and Execution. Any waiver or modification of this Agreement must be in writing and signed by all Parties. As the need arises, the Parties may decide to enter into more detailed

supplemental agreements, as appropriate, regarding protection of documents, the return of documents, or any other pertinent matter. This Agreement may be executed in counterparts, and shall be binding on a Party upon execution. Any original executed in counterpart shall be deemed an executed original, and all such counterparts together shall constitute the same instrument.

15. Notices. Any Notices provided pursuant to this Agreement shall be provided by hand delivery, by email transmission with a copy by mail, or by courier service, to the following:

As to GridLiance:

GridLiance High Plains LLC  
201 East John Carpenter Freeway, Suite 900  
Irving, TX 75062  
Attn: N. Beth Emery  
[Bemery@gridliance.com](mailto:Bemery@gridliance.com)

James G. Flaherty  
Anderson & Byrd LLP  
216 S. Hickory  
P.O. Box 17  
Ottawa, Kansas 66067  
[jflaherty@andersonbyrd.com](mailto:jflaherty@andersonbyrd.com)

As to Winfield:

City of Winfield, Kansas  
200 E. 9<sup>th</sup> Ave.  
Winfield, KS 67156-2818

With a copy to:

William E. Muret, City Attorney  
William E. Muret, LLC  
103 E. 9<sup>th</sup> Ave., Suite 208  
Winfield, KS 67156  
[muret@winfieldattorneys.com](mailto:muret@winfieldattorneys.com)

As to KPP:

Mark Chesney  
CEO and General Manager  
The Kansas Power Pool  
100 N. Broadway, Suite L110  
Wichita, KS 67202  
[mchesney@kpp.agency](mailto:mchesney@kpp.agency)

With a copy to:

J.T. Klaus, General Counsel  
Triplett Woolf Garretson, LLC  
2959 N. Rock Road, Suite 300  
Wichita, Kansas 67226  
jtklaus@twgfirm.com

16. Specific Performance. The Parties expressly recognize that damages may be an insufficient remedy for breach of this Agreement, and therefore agree that each Party has a right to seek specific performance of this Agreement.

17. Enforceability. This Agreement shall not be rendered void by virtue of one or more of the provisions hereof being held unenforceable, but shall remain in full force and effect as to the remaining provisions

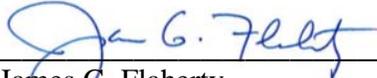
IN WITNESS WHEREOF, the undersigned have executed this Common Interest Agreement as of the date and year first above written.

FOR GRIDLIANCE

DocuSigned by:  
  
1EC92540BE564F0...  
N. Beth Emery, SVP, General Counsel, & Sec.

DS  
MS

FOR ANDERSON & BYRD LPP

  
James G. Flaherty

FOR WINFIELD

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FOR WILLIAM E. MURET, LLC

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FOR KPP

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FOR TRIPLETT WOOLF GARRETSON, LLC

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