

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, August 17, 2020
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Phillip R. Jarvis
ROLL CALL.....City Clerk, Brenda Peters
MINUTES OF PRECEDING MEETING.....Monday, August 03, 2020

PRESENTATION

-Presentation of Mini MBA certificate

PROCLAMATION

-Proclaiming the week of September 13, 2020 as National Direct Support Professional Recognition Week

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2047 – A Resolution – Authorizing the offering for sale of Taxable General Obligation Bonds, Series 2020-a, of the City of Winfield, Kansas.

Bill No. 2048 – An Ordinance – Relating to and providing an amount of ad valorem tax to be levied as provided for under K.S.A. 79-1801 et seq. for the purpose of raising revenue for the General Fund, Bond & Interest Fund, Library Fund, Special Liability Fund, and the Industrial Development Fund.

Bill No. 2049 – An Ordinance – Adopting an annual budget of the City of Winfield, Kansas, for the year ending December 31, 2021, and providing for expenditures not to exceed amounts stated herein.

Bill No. 2050 – An Ordinance – Granting Gridliance High Plains LLC, a franchise for non-exclusive use of the public rights-of-way within the City of Winfield, Kansas to provide electric transmission service within the city.

Bill No. 2051 – An Ordinance – Granting to USCOC Nebraska/Kansas, LLC, (USCOC), its successors and assigns, a Telecommunications Franchise and prescribing the terms of said grant and relating thereto.

Bill No. 2052 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a an agreement by and between the City of Winfield, Kansas, and USCOC Nebraska/Kansas, LLC (“USCOC”) for joint use of poles associated with the City of Winfield’s electric distribution and transmission systems.

Bill No. 2053 – A Resolution – Requesting the board of County Commissioners of Cowley County make a finding to determine that the annexation of land will not hinder or prevent the proper growth and development of the area or that of another incorporated city located in the County.

Bill No. 2054 – A Resolution – Authorizing and directing the City Manager of the City of Winfield, Kansas to execute a Farm Lease Agreement between the City of Winfield, Cowley County, Kansas and Charles Pilkington for property located at Highway 77 and Country Club Road (71st Road).

Bill No. 2055 – A Resolution – Authorizing the granting and 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 the East half of Section 33, Township 32 South, Range 4 East of the 6th Principal Meridian, Cowley County, Kansas. (City of Winfield)

Bill No. 2056 – A Resolution – Authorizing the granting and 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 the East half of Section 33, Township 32 South, Range 4 East of the 6th Principal Meridian, Cowley County, Kansas.

Bill No. 2057 – 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 as described as the East 70 feet of the South 1280.35 feet of the Southeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., less existing county road right-of-way.

Bill No. 2058 – A Resolution – Authorizing the Mayor and City Clerk of the City of Winfield, Kansas, to execute a Quit Claim Deed between the City of Winfield, Kansas, and Scott McNown and Andrea McNown regarding the transfer of real property as listed in Section 1. of this resolution.

OTHER BUSINESS

-Consider date for review of Ordinance No. 4128 regarding face coverings

ADJOURNMENT

-Next Commission Work Session 10:00 a.m. Thursday, September 3, 2020

-Next regular meeting 5:30 p.m. Tuesday, September 08, 2020.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
August 3, 2020

The Board of City Commissioners met in regular session, Monday, August 03, 2020 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Phillip R. Jarvis presiding. Commissioners Gregory N. Thompson and Ronald E. Hutto were also present. Also in attendance were Taggart Wall, City Manager; Brenda Peters, City Clerk and William E. Muret, City Attorney. Other staff members present were Gary Mangus, Assistant to the City Manager; and Patrick Steward, Director of Public Improvements.

City Clerk Peters called roll.

Commissioner Thompson moved that the minutes of the July 20, 2020 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

PUBLIC HEARING

-Consider comments on the proposed 2021 Annual Budget. Mayor Jarvis opened a public hearing to consider public comments on the proposed 2021 Annual Budget for the City of Winfield. With no one present to comment, Mayor Jarvis closed the public hearing.

BUSINESS FROM THE FLOOR

-Allen Dale South, 1720 Loomis St, was present to speak about the face covering ordinance.

NEW BUSINESS

Bill No. 2046 – An Ordinance – Vacating Fuller Street, from the south right-of-way of East 8th Ave. to the north right-of-way of East 9th Ave., also described as the west line of Block 188 of Townsite, Winfield, Kansas. Director of Public Improvements Steward explains to the Commissioners that this Ordinance considers the vacation of Fuller St. adjacent to the existing Fire Station. This vacation will allow for the expansion of the Fire Station Bays to the East and for the connection to the shared spaces and future police department. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 2046 was adopted and numbered Ordinance No. 3720.

OTHER BUSINESS

-Consider an Amended Agreement by and between the City of Winfield, and Foster Design Associates, LLC, of Wichita, KS. City Manager Wall explains that this amended agreement would cover the Comprehensive Development Plan, and Master Plan for Parks, Trails and Recreation, and extend the Time of Performance to allow for delays caused by the Corona virus. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto all Commissioners voting aye, the Amended Agreement was approved.

-Consider an Agreement between City of Winfield and Walnut Valley Association regarding the 49th Annual Walnut Valley Festival. City Manager Wall explains that the Walnut Valley Association has released the year 2020 to the City, and their lease would continue 2021 through 2032. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson all Commissioners voting aye, the Agreement was approved.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, the meeting adjourned at 5:38 p.m.

Signed and sealed this 13th day of August 2020.

Signed and approved this 17th day of August 2020.

Brenda Peters, City Clerk

Phillip R. Jarvis, Mayor

PROCLAMATION

WHEREAS, the week of September 13, 2020, has been designated as “National Direct Support Professional Recognition Week” in order to celebrate and recognize professionals who provide support to millions of individuals with intellectual and developmental disabilities; and

WHEREAS, this celebration recognizes the dedication and vital role of direct support professionals in enhancing the lives and protecting the well-being of individuals with disabilities of all ages; and

WHEREAS, the community plays a role in lifting up direct support professionals as integral in supporting the needs of people with disabilities and their families through service systems across the United States; and

WHEREAS, the goals of this city properly give recognition to those who directly help people with disabilities gain full access to housing, employment and the recreation activities which help create productive and satisfying lives, and to live as

NOW, THEREFORE, I, Phillip R. Jarvis, Mayor of the City of Winfield, Kansas, do hereby proclaim the week of September 13, 2020, as:

National Direct Support Professional Recognition Week

in the City of Winfield and call upon the citizens of Winfield to observe the week with appropriate programs and activities. Furthermore, I encourage the citizens of Winfield to seek information from those organizations with expertise in matters concerning professionals who support individuals with intellectual and developmental disabilities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Winfield, Kansas, to be affixed this 17th day of August 2020.

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

BILL NO. 2047

RESOLUTION NO. 3820

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF TAXABLE
GENERAL OBLIGATION BONDS, SERIES 2020-A, OF THE CITY OF
WINFIELD, KANSAS.**

WHEREAS, the City of Winfield, Kansas (the “Issuer”) and the City of Arkansas City, Kansas (“Arkansas City”), own, as tenants in common, certain real estate in Cowley County, Kansas, and Sumner County, Kansas, which is described as follows: Strother Field in Cowley County, Kansas consisting of approximately 1,440 acres (the “Strother Field Airport/Industrial Park”); and

WHEREAS, Arkansas City and the Issuer have heretofore entered into an interlocal agreement pursuant to the Act, dated September 19, 1966 (as amended and supplemented), respecting the management and operation of Strother Field Airport/Industrial Park for the mutual benefit, protection, advantage and economic development of Arkansas City and Issuer, and pursuant to that agreement have established a separate legal entity and body corporate and politic known as the “Strother Field Commission” and prescribed that such entity be responsible for such management and operation; and

WHEREAS, the governing body of the Issuer found it necessary and advisable for the City to acquire certain real property and the building thereon located at the Strother Field Airport/Industrial Park for use by the cities and the Strother Field Commission (the “Strother Field Improvements”) in order to stimulate and foster economic development in the Issuer and its environs, and pursuant to Article 12, Section 5 of the Constitution, K.S.A. 12-1617h, and Ordinance No. 4129, authorized the issuance of general obligation bonds of the Issuer to finance the costs thereof; and

WHEREAS, pursuant to K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 39, the governing body of the Issuer has authorized the purchase of certain real property located approximately at U.S. 77 and Country Club Road at an estimated cost of \$255,000 (collectively with the Strother Field Improvements, the “Improvements”); and

WHEREAS, the Issuer proposes to issue its general obligation bonds to pay the costs of the Improvements; and

WHEREAS, the Issuer has selected the firm of Stifel, Nicolaus & Company, Incorporated, Kansas City, Missouri (the “Municipal Advisor”), as municipal advisor for one or more series of general obligation bonds of the Issuer to be issued in order to provide funds to permanently finance the Improvements; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor to proceed with the offering for sale of said general obligation bonds and related activities; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor, in conjunction with the Finance Director and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer’s bond counsel (“Bond

Counsel”), to proceed with the preparation and distribution of documents and all preliminary action necessary to sell said general obligation bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINFIELD, KANSAS, AS FOLLOWS:

Section 1. The Municipal Advisor, in conjunction with the Finance Director, is hereby authorized to proceed with the offering for sale of the Issuer’s Taxable General Obligation Bonds, Series 2020-A (the “Bonds”). The Bonds shall be sold, subject to the approving opinion of Bond Counsel, on a placement basis to a purchaser or purchasers (collectively the “Purchaser”) to be designated by the City Manager, in consultation with the Finance Director and Municipal Advisor, after evaluating proposals submitted by prospective purchasers based on a request for proposals prepared by the Municipal Advisor. The timing of offering for sale, the pricing, the determination of the structuring and repayment terms of the Bonds and the selection of various other professionals necessary to complete the issuance of the Bonds, shall be determined by the City Manager, in consultation with the Finance Director, the Municipal Advisor and Bond Counsel.

The confirmation of the sale of the Bonds shall be subject to publication of a notice of intent to sell the Bonds as hereinafter set forth, the execution of a bond purchase agreement between the Purchaser and the Issuer (the “Bond Purchase Agreement”) in a form approved by Bond Counsel and the Issuer’s legal counsel, the passage of an ordinance and adoption of a resolution by the Governing Body authorizing the issuance of the Bonds and the execution of various documents necessary to deliver the Bonds. Prior to the execution of the Bond Purchase Agreement, the Clerk, in conjunction with Bond Counsel, shall publish a Notice of Intent to Seek Private Placement relating to the Bonds in a newspaper of general circulation in Cowley County, Kansas, and the *Kansas Register*.

Section 2. The Mayor, City Manager, Finance Director, and the other officers and representatives of the Issuer, the Municipal Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Bonds.

Section 3. The Mayor, City Manager or Finance Director are hereby authorized and directed to execute the engagement letter related to services to be provided by the Municipal Advisor.

Section 4. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the City Commission on August 17, 2020.

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, Clerk

(First Published in the Cowley Courier Traveler on Friday, August 21, 2020)

BILL NO. 2048

ORDINANCE NO. 4132

AN ORDINANCE

RELATING to and providing an amount of ad valorem tax to be levied as provided for under K.S.A. 79-1801 et seq. for the purpose of raising revenue for the General Fund, Bond & Interest Fund, Library Fund, Special Liability Fund, and the Industrial Development Fund.

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

Section 1. The Governing Body of the City of Winfield hereby sets the amount of ad valorem tax to be certified to the Clerk of Cowley County, Kansas, for levy on all real and personal property within the corporate limits of the City of Winfield, Kansas, taxable according to law, in the following amounts for the purpose of raising revenue for said City for the year 2021.

General	\$	2,748,660
Bond & Interest		552,231
Library		486,619
Special Liability		121,166
Industrial Development		<u>0</u>
TOTAL AD VALOREM TAX TO BE LEVIED	\$	3,908,676

Section 2. This Ordinance shall be in full force and effect from and after its publication in the official city newspaper.

ADOPTED this 17th day of August 2020.

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission Action: _____
Taggart Wall, City Manager

(First Published in the Cowley Courier Traveler on Friday August 21, 2020)

BILL NO. 2049

ORDINANCE NO. 4133

AN ORDINANCE

ADOPTING an annual budget of the City of Winfield, Kansas, for the year ending December 31, 2021, and providing for expenditures not to exceed amounts stated herein.

WHEREAS, the laws of the State of Kansas K.S.A. 12-1014 and K.S.A. 79-2925 et seq., and Section 1-203 of the Revised Ordinances of the City of Winfield, direct the City Manager to submit an annual budget; and, further directs that a public hearing be held in regard to said budget to answer and hear objections from taxpayers and to consider recommendations to accept or revise said budget, with the final decision to be made solely by the Governing Body; and,

WHEREAS, in accordance with said state statutes and ordinances of the City of Winfield, Kansas, a proposed budget has been submitted and a public hearing conducted:

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

Section 1. The following amounts are hereby adopted as the budget and appropriated from the City treasury to pay necessary expenditures of the City of Winfield, Kansas, for the year ending December 31, 2021, for the funds as follows.

General		11,220,350
Debt Service		3,728,287
Library		545,000
Special Liability		186,244
Industrial Development		4,068
Consolidated Street		2,164,889
Flood Control		15,250
Special Parks & Rec.		162,636
Special Alcohol/Drug Program		50,544
Law Enforcement Trust		36,013
Water Preservation		267,634
Senior Citizens		24,297
Convention & Tourism		123,978
Cemetery Improvements		49,478
Fairgrounds Improvements		188,877
Public Safety/Other CIP		2,034,622
Electric Utility		27,649,573

Natural Gas Utility		5,039,167
Water Utility		2,995,998
Refuse Utility		2,105,635
Wastewater Utility		2,393,871
Stormwater Utility		511,541
Quail Ridge Golf Course		771,593
Management Services		3,967,210
Operational Services		662,323
Total Expenditures		66,899,078

Section 2. This Ordinance shall be in full force and effect from and after its publication in the official city newspaper.

ADOPTED this 17th day of August, 2020.

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission Action: _____
Taggart Wall, City Manager

(First Published in the Cowley Courier Traveler on Friday August 21, 2020)

BILL NO. 2050

Ordinance No. 4134

AN ORDINANCE GRANTING GRIDLIANCE HIGH PLAINS LLC, A FRANCHISE FOR NON-EXCLUSIVE USE OF THE PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF WINFIELD, KANSAS TO PROVIDE ELECTRIC TRANSMISSION SERVICE WITHIN THE CITY

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, AS FOLLOWS:

SECTION 1. GENERAL

1.1 **Preservation of Police Power Authority.** Any rights granted to Grantee pursuant to this Franchise are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public.

1.2 **Defined Terms.** For the purposes of this Ordinance the following words and phrases shall have the meaning given herein.

1.2.1 "City" means the City of Winfield, Kansas.

1.2.2 "Effective Date" means August 31, 2020.

1.2.3 "Facilities" means electric transmission facilities, tangible assets, real property interests, and infrastructure facilities that are used to transmit or deliver power and energy in or through the City, including equipment, feeders, lines, substations, switches, transformers, and such other assets as may be designated transmission by any applicable regulatory commission.

1.2.4 "Franchise" means the franchise rights contemplated by this Ordinance granting the right, privilege and franchise to Grantee to own and operate its Facilities on public rights-of-way within the City.

1.2.5 "Franchise Facilities" means those Facilities that are located principally within the City or in territory immediately adjoining the City and not within the boundaries of another city, owned by Grantee, and set forth and described on **Exhibit A** attached hereto.

1.2.6 "Franchise Fee" means an amount equal to five percent (5%) of the Gross Receipts of the Franchise Facilities.

1.2.7 "Governmental Authority" means any foreign, federal, state, local or other governmental regulatory or administrative agency, court, commission, department,

board, or other governmental subdivision, instrumentality, legislature, rulemaking board, tribunal, arbitration body, or other governmental entity.

- 1.2.8 "Grantee" means GridLiance High Plains LLC, a Delaware limited liability company.
- 1.2.9 "Gross Receipts" shall mean all receipts derived from the sale of service of transmitting electricity to recipients, using the Franchise Facilities, including monies, fees, charges, or tariffs, late payment charges, collection fees and returned check charges or any such rates or charges or such terms are used in any fee or tariff in the electric industry.
- 1.2.10 "Public right-of-way" means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below, or above the present and future streets, alleys, avenues, roads, highways, parkways, or boulevards dedicated to, or acquired by, the City as right-of-way.

SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY

2.1 **Grant.** The City hereby grants a non-exclusive franchise to Grantee, its lessees, successors, and assigns. Subject to the conditions herein, Grantee is hereby granted the right, privilege, franchise, permission and authority to construct, maintain, operate and extend in the present and future Public rights-of-way as are now within the present or future limits of the City, an electricity transmission system for the purpose of transmitting electricity for all lawful purposes to and through the City, and for the transmission of electricity from or through the City to points beyond the limits thereof, whether the service is provided by Grantee or by the Southwest Power Pool, Inc., using Grantee's Facilities. The City further grants Grantee the right, permission and authority to lay, install, maintain, and operate over, across and along the Public rights-of-way of all wires, poles, conduits and appliances necessary for transmitting electricity for all purposes, and to do all other things necessary and proper for transmission of electricity from, through and to the City and in carrying on such business. This grant shall extend only to the use of Public rights-of-way for the purposes stated herein, and Grantee may use other public property interests of the City only by separate agreement setting forth the terms thereof. Nothing herein is intended or shall be interpreted in any way as permission or approval for the distribution or retail sale of electricity or lighting within the City or its service area.

2.2 Franchise Fee.

2.2.1 In consideration of this Franchise, Grantee agrees to pay to the City the Franchise Fee on a monthly basis no later than the twentieth (20th) day of the succeeding calendar month. Each monthly payment shall be accompanied by report setting forth the Grantee's Gross Receipts for the preceding month. Upon no less than thirty (30) days prior written notice, the City shall, at its sole cost and expense, have access to and the right to examine, at all reasonable times all books, receipts, files, records and documents of the Grantee necessary to verify the correctness of any payment and to correct the same if found to be erroneous. If any statement or payment shall be found to be incorrect, then such payment shall be made upon receipt by Grantee of such corrected invoice. No later than December 31 of each year during the Term (as defined below), Grantee

shall provide the City a copy of its internal accounting of the Franchise Facilities for the succeeding year.

2.2.2 All payments must be made to:

City of Winfield, Kansas
Attn: City Clerk
200 E. 9th Ave.
Winfield, Kansas 67156

2.2.3 Notwithstanding anything to the contrary in this Franchise, Grantee and the City agree that in the event any portion of the Franchise Fee is deemed impermissible, invalid, or otherwise objected to by the Federal Energy Regulatory Commission, or any other Governmental Authority, the Franchise Fee shall thereafter be reduced by an amount necessary to permit Grantee to recover the full amount of the Franchise Fee in rates.

2.2.4 If any payment remains outstanding for a period of thirty (30) days from the date of rendition, interest at the lesser of (i) a rate equal to two hundred (200) basis points over the interest rate per annum for large commercial loans as published in The Wall Street Journal as the prime rate (sometimes referred to as the base rate) from time to time (or, if more than one rate is published, the arithmetic mean of such rates), determined as of the date the obligation to pay interest arises, or (ii) the maximum lawful rate permitted by applicable law per annum on the total aggregate overdue balance at the end of each calendar month or partial calendar month will be added to applicable overdue balances.

2.3 Nature of Rights Granted by this Franchise. This Franchise shall not convey title, equitable or legal, in the Public rights-of-way and gives only the consent to occupy Public rights-of-way for the purposes and for the period stated in this Franchise and subject to the requirements herein. This Franchise shall not grant the right to use Facilities owned or controlled by the City or a third-party without the separate consent of the City or such party, respectively, nor shall it excuse Grantee from obtaining appropriate access or pole attachment agreements before locating its Facilities on facilities controlled or owned by the City or a third party.

2.4 Use of Public Rights-of-Way; Police Powers; Grantee's Use Subordinate. Grantee shall construct and maintain its Facilities in accordance with all applicable federal, state and local laws, including all permit requirements and fee payments, and all other City codes and ordinances in effect as of the date of this Franchise or hereinafter adopted to the extent not in contravention of state or federal law. City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of facilities on any particular segment of rights-of-way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Grantee. The use of the Public rights-of-way authorized by this Franchise shall, in all matters, be subordinate to City's use and rights therein, and Grantee shall be limited to such uses as have been expressly granted to Grantee by City.

2.5 No Interference. Grantee shall construct and maintain its Facilities so as not to unreasonably or unlawfully interfere with other users of the Public rights-of-way. Except as may otherwise be provided, Grantee shall provide reasonable notice to all residents whose property is adjacent to the

Public rights-of-way on which the proposed work is to be done prior to commencement of such work. All construction and maintenance by Grantee or its subcontractors shall be performed in accordance with industry standards.

2.6 Notification, Joint Installation and Collocation Requirements. Prior to any excavation or installation within the Public rights-of-way, Grantee shall, except in cases of emergency, provide sufficient notification to the City to allow for other users of the Public rights-of-way to elect joint installation on a shared-cost basis, under such procedures as are adopted by the City from time-to-time.

2.7 Grantee Responsible for Costs. Grantee shall be responsible for all reasonable costs borne by the City that are directly associated with Grantee's installation, maintenance, repair, operation, use, and replacement of Grantee's Facilities within the Public rights-of-way. All such costs shall be itemized in one or more invoices from the City to Grantee and the City's books and records related to these costs shall be made available for inspection upon request to Grantee. Grantee shall be responsible for its own costs incurred in removing or relocating its Facilities when required by City due to City requirements relating to maintenance and use of the Public rights-of-way for City purposes.

SECTION 3. TERM

This Franchise shall be effective from the Effective Date for the entirety of the useful life of the Facilities, but in no event for a period of time longer than twenty (20) years from the Effective Date, subject to termination or forfeiture as provided herein and in that certain Joint Ownership Agreement dated as of August 31, 2020, between the City and the Grantee (the "Term").

SECTION 4. TAXES

Grantee agrees to pay all applicable taxes including license taxes, business taxes and other applicable taxes and fees assessed to it or charged by the City with respect to the Franchise Facilities. Failure to pay such taxes or fees shall be considered a material breach of this Franchise. Grantee shall be subject to audit and shall itemize by category of service the amount received by it and taxes or fees received for services provided by Franchise Facilities in the Public right-of-way. Such taxes or fees shall be in addition to any compensation or reimbursement of costs relating to use of the Public rights-of-way, required by the City by ordinance and shall be subject to any limitations of applicable state or federal law.

SECTION 5. TRANSFER OF FRANCHISE OR FACILITIES

5.1 No Transfer of Franchise. Grantee shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or voluntary sale, or by ordinary sale, consolidation, or otherwise, this Franchise or any of the rights or privileges granted by this Franchise; and provided further that rights of Grantee shall not transfer except to and from an entity in full compliance with the requirements of this Franchise and Kansas law, including, but not limited to, the provisions for insurance and necessary publication requirement. City shall be reimbursed for its reasonable costs relating to any noncompliance. Grantee shall not change its name under which it does business with the public without providing at least thirty (30) days prior notice to City and providing all necessary publications as may be required by law.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE

In case of failure on the part of Grantee, its successors and assigns, to comply with any of the provisions of this Franchise, then Grantee, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate and become null and void; provided that prior to such forfeiture becoming effective, (i) the City shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, (ii) Grantee shall have ninety (90) days, or in the event the neglect or failure complained of is non-payment of the Franchise Fee, thirty (30) days, thereafter in which to cure the default by complying with the conditions of this Franchise and (iii) if at the end of such ninety (90)-day or thirty (30)-day period, as applicable, Grantee has not cured or commenced to cure and thereafter is diligently pursuing such cure to completion, such complaint, then the City may take action by an affirmative vote of the City council present at the meeting and voting, to terminate the Franchise and setting out the grounds upon which said Franchise is to be canceled or terminated.

SECTION 7. GENERAL CONDITIONS

7.1 Compliance with Laws. In performing activities with the City and exercising its rights and obligations under this Franchise, Grantee shall comply with all applicable federal, state and local laws, ordinances, regulations and policies, including, but not limited to, all laws, ordinances, regulations and policies relating to construction, bonding, zoning, insurance, and use of public and private property.

7.2 Use of Public Rights-of-Way by Grantee. In addition to all other applicable laws, orders, rules and regulations, Grantee shall use the Public rights-of-way subject to the additional following requirements:

7.2.1. Grantee shall be required to pay any applicable fee as required by ordinance for the performance of work on the Franchise Facilities or excavation in the Public rights-of-way.

7.2.2. Grantee shall coordinate and perform its Franchise Facilities work in a manner that minimizes adverse impact on public improvements and public projects, as reasonably determined by City.

7.2.3. It shall be the sole responsibility of Grantee to take reasonable measure to protect and defend its Franchise Facilities in the Public rights-of-way from harm or damage, including from trees and related root systems. If Grantee fails to accurately or timely locate Franchise Facilities in accordance with the applicable requirements when requested by City, Grantee shall be responsible for any damage resulting therefrom, except to the extent the resulting damage is solely due to the negligent conduct of another.

7.2.4. All Franchise Facilities work shall be performed in accordance with applicable present and future rules and regulations of any regulatory agency within the State of Kansas with jurisdiction over Grantee, as well as applicable federal, state, and City laws and regulations. It is understood that the standards established in this paragraph are minimum standards and the other requirements established or referenced in this Franchise may be in addition to or stricter than such minimum standards.

7.2.5. Grantee is authorized to trim the trunks and branches of trees along or over the rights-of-way in the City. Grantee shall make reasonable efforts to notify property owners prior to tree and vegetation maintenance actions on such person's property.

7.3 **Enforcement; Attorneys' Fees.** City shall be entitled to enforce this Franchise through all remedies lawfully available, and Grantee shall pay City its costs of enforcement, including reasonable attorneys' fees, in the event that Grantee is determined judicially to have violated the terms of this Franchise.

7.4 **Relationship of the Parties.** Under no circumstances shall this Franchise be construed as one of agency, partnership, joint venture, or employment between the parties.

7.5 **Relocation or Removal of Facilities.** Whenever the City shall, in its exercise of the public interest, request of Grantee the relocation or reinstallation of any of Grantee's Facilities within the Public right-of-way, Grantee shall forthwith remove, relocate, or reinstall any such property as may be reasonably necessary to meet the request, and the cost of such relocation, removal, or reinstallation of the Facilities shall be the exclusive obligation of said Grantee without expense to City. Upon request of any other person requesting relocation of Facilities and holding a validly issued building or moving permit of the City, and within forty-eight (48) hours prior to the date upon which said person intends to exercise its rights under said permit, Grantee shall thereupon temporarily raise, lower, or relocate its Facilities as may be required for the person to exercise his or her rights under the permit. Grantee may require such permit holder to make payment in advance for any expenses incurred by Grantee pursuant to said person's request. If any Facilities are not relocated in accordance with this Section 7.5 and within the reasonable time frames required by City, City or its contractors may relocate the Facilities, and Grantee and its surety shall be jointly and severally liable to City for any and all costs incurred by City, including, but not limited to, any delay damages.

SECTION 8. INDEMNIFICATION

Grantee, at its sole cost and expense, hereby agrees to indemnify, protect, defend and hold harmless the City, its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the fact that the City entered into this Franchise with Grantee, the rights granted to Grantee, or the activities performed, or failed to be performed, by Grantee under this Franchise, or otherwise, except to the extent arising from or caused by the negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors. This indemnification shall survive the expiration or termination of this Franchise for a period of two (2) years after the effective date of expiration or termination. The City and its authorized contractors shall be responsible for taking reasonable precautionary measures.

SECTION 9. INSURANCE

Grantee shall file with City evidence of liability insurance with an insurance company licensed to do business in Kansas. At all times while this Ordinance remains in effect, and in recognition of the

indemnification provisions set forth herein, Grantee shall, at its own cost and expense, maintain a program of commercial general liability insurance and/or self-insurance in the amounts specified below to protect Grantee and the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from any liability for bodily injury, death and property damage occasioned by the activities of Grantee, or any Person acting on its behalf, under this Ordinance, including, but not limited to, Grantee's operations, products, services or use of automobiles or construction equipment. As proof of this compliance, Grantee shall, during the life of this Ordinance, keep on file with the City Clerk a certificate of insurance with an insurance company licensed to do business in the State of Kansas and/or an affidavit of self-insurance that shall show the types and amounts of coverage and show the City as an additional insured. Grantee shall not permit any subcontractor to commence or continue work until both shall have obtained or caused to be obtained all insurance required under this Section 9. Such insurance shall be in an amount of not less than \$1,000,000 per person in a single accident or occurrence and not less than \$2,000,000 for all claims arising out of a single accident or occurrence (or such greater amount to which the City may be liable under the Kansas Tort Claims Act, as the same may be supplemented or amended), together with worker's compensation coverage of at least statutory minimums.

SECTION 10. MISCELLANEOUS

10.1 This Franchise shall constitute the entire Franchise and no negotiations or discussions prior to the execution hereof shall be of any effect.

10.2 The invalidity in whole or in part of any provision shall not affect the validity of any other provision.

10.3 The rights and remedies of City shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other or subsequent breach. The laws of the State of Kansas shall govern this Franchise.

10.4 This Franchise shall create no third-party beneficiary rights.

10.5 Notices, consents or other documents required or permitted by this Franchise must be given in writing by personal delivery, reputable overnight courier, telecopier or certified mail and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth (4th) business day after deposit in the mail if sent by certified mail:

City: City of Winfield, Kansas
200 E. 9th Ave.
Winfield, KS 67156-2818

With a copy to: William E. Muret, City Attorney
William E. Muret, LLC
103 E. 9th Ave., Suite 208
Winfield, KS 67156
muret@winfieldattorneys.com

Grantee: J. Calvin Crowder
Chief Executive Officer
GridLiance High Plains LLC
201 E. John Carpenter Freeway, Suite 900
Irving, Texas 75062
ccrowder@gridliance.com

With a copy to: N. Beth Emery
Senior Vice President, General Counsel & Secretary
GridLiance High Plains LLC
201 E. John Carpenter Freeway, Suite 900
Irving, Texas 75062
(O) 512.213.6442
bemery@gridliance.com

SECTION 11. PAYMENT OF PUBLICATION COSTS

In accordance with statute, Grantee shall be responsible for payment of all actual costs and expense of publishing this contract franchise, and any amendments thereof.

SECTION 12. ACCEPTANCE OF TERMS

Grantee shall have sixty (60) days after the final passage and approval of this Franchise to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Franchise, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so filed, this Franchise and acceptance shall constitute a contract between the City and Grantee subject to the provisions hereof and of the laws of the State of Kansas.

PASSED by the Governing Body this ____ day of _August, 2020.

APPROVED by the Mayor this ____ day of August, 2020.

CITY OF WINFIELD, KANSAS

[seal]

By _____
Phillip R. Jarvis, Mayor

ATTEST:

By _____
Brenda Peters, City Clerk

EXHIBIT "A"

FRANCHISE FACILITIES

- As set forth in Schedule 2.1.1 and Schedule 2.1.2 from the Asset Purchase Agreement attached hereto

SCHEDULE 2.1.1

REAL PROPERTY

Easements:

1. Permanent Easement by and between Charles H. Cloud, Jr. and Mina Mae Maynard and Rodney Maynard, and City of Winfield, Cowley County, Kansas dated July 18, 1990, recorded on August 7, 1990 in Book 435, Page 692 as Instrument Number 15497 in the Official Public Records of Cowley County, Kansas

The following tract is included in the above conveyance:

A 20 feet wide strip of land located in the Northwest Quarter of Section 26, Township 32 South, Range 4 East of the 6th P.M., in the City of Winfield, Cowley County, Kansas, the counterline of which is described as follows: Beginning 1064.0 feet East of the centerline of Harris Road and 1666.0 feet South of the North line of said Quarter Section; thence Southwesterly on an assumed bearing of 23° 56' 24" West a distance of 1029.03 feet more or less to a point which is 33 feet North and 1354.0 feet West of the Southeast Corner of said Quarter Section, also being the point of terminus.

2. Easement by and between Wayne A. Smith and D.A. Defore and City of Winfield, Cowley County, Kansas dated November 13, 1967 recorded in Book 53, Page 264 in Official Public Records of Cowley County, Kansas.

The following tract is included in the above conveyance:

A strip of land 50 ft. in width for construction purposes; the centerline of which is described as follows: Beginning at a point 1223 ft. East of the Southwest corner of the Southwest quarter of Section 26, Township 32 South, Range 4 East of the 6th P.M. in Cowley County, Kansas; thence North approximately 1133 ft. to the South Right of Way Line of the Missouri Pacific Railroad in said quarter Section.

3. Permanent Easement by and between Wayne A. Smith and Nina D. Smith and City of Winfield, Cowley County, Kansas dated March 1, 1995, recorded on March 7, 1995 in Book 502, Page 196 as Instrument Number 1021 in the Official Public Records of Cowley County, Kansas; Bill Number 9527 accepting and authorizing the filing of a certain permanent easement by and between Wayne A. Smith and Nina D. Smith and City of Winfield, Cowley County, Kansas dated March 6, 1995.

The following tract is included in the above conveyance:

A tract of land 40 feet wide situated in the Southwest quarter of Section 26, Township 32 South, Range 4 East of the 6th P.M., Cowley County, Kansas, the centerline of which is more particularly described as follows: Commencing at the Southwest corner of said Quarter; thence Easterly along the South line of said Quarter on a bearing of N 89° 38' 38" E a distance of 303.6'; thence Northerly on a bearing of N 0°-38'-38" E a distance of 1200 feet to the point of terminus.

4. Permanent Easement by and between Binney & Smith, Inc., James H. Wilson, Plant Manager and City of Winfield, Cowley County, Kansas dated September 25, 1991 and recorded on October 15, 1991 in Book 451, Page 466 as Instrument Number 22601 in the Official Public Records of Cowley County, Kansas; Bill Number 91100 accepting and authoring the filing of certain permanent easements and a temporary easement by and between City of Winfield, Cowley County, Kansas and Binney & Smith, Inc., James H. Wilson, Plant Manager; and Rubbermaid Winfield, Inc., John Fravel, Vice-President of Operations; and temporary easement from Binney & Smith, Inc., James H. Wilson, Plant Manager dated October 14, 1991.

The following tracts are included in the above conveyance:

A tract of land 20 feet wide located in the Southeast Quarter of Section 27, Township 32 South, Range 4 East of the 6th P.M., City of Winfield, Cowley County, Kansas, the centerline of which is described as follows: Beginning at a point 40 feet North and 25 feet East of the Southwest Corner of the Southeast Quarter of said Southeast Quarter Section; thence East 685.63 feet parallel to the South line of said Section to a point 40 feet North and 572.87 feet West of the Southeast corner of said Quarter Section; also being point of terminus.

And,

A tract of land located in the Southeast Quarter of Section 27, Township 32 South, Range 4 East of the 6th P.M. in the City of Winfield, Cowley County, Kansas, described as follows: Beginning at a point 605.87 feet West and 50 feet North of the Southeast Corner of said Quarter Section; thence East 33 feet parallel with the South line of said Section; thence North 33 feet along the West right-of-way line of Wheat Road; thence Southwesterly 46.66 feet more or less, to the point of beginning.

5. Permanent Easement by and between Rubbermaid Winfield, Inc., John Fravel, Vice-President of Operations and City of Winfield, Cowley County, Kansas dated September 24, 1991, recorded on October 15, 1991, in Book 451, Page 468 as Instrument Number 22603 in the Official Public Records of Cowley County, Kansas; Bill Number 91100 accepting and authoring the filing of certain permanent easements and a temporary easement by and between City of Winfield, Cowley County, Kansas and Binney & Smith, Inc., James H. Wilson, Plants manager; and Rubbermaid Winfield, Inc., John Fravel, Vice-President of Operations; and temporary easement from Binney & Smith, Inc., James H. Wilson, Plant Manager dated October 14, 1991.

The following tract is included in the above conveyance:

A tract of land 20 feet wide located in the Southeast Quarter of Section 27 and the Southwest Quarter of Section 26, all in Township 32 South, Range 4 East of the 6th P.M., City of Winfield, Cowley County, Kansas, the centerline of which is 512.87 feet West of the Southeast Corner of Section 27; thence East 512.87 feet West of the Southeast Corner of Section 27; thence East 512.87 feet parallel to the South line of Section 27 to a point 40 feet

North of the Southeast Corner of Section 27; thence East 303.6 feet parallel to the South line of Section 26, to the point of terminus.

6. Right of Way Grant for an Electric Transmission Line by and between Laddie H. Jindra and Laurian V. Jindra and City of Winfield, Cowley County, Kansas dated May 19, 1981, recorded on May 22, 1991 in Book 91, Page 362 as Instrument Number 26157 in the Official Public Records of Cowley County, Kansas.

The following tract is included in the above conveyance:

The East 30 feet of the West Half of the Northeast Quarter of Section 34, Township 32 South, Range 4 East of the 6th P.M., Cowley County, Kansas, except the South 552.56 feet.

7. Right of Way Grant for Electric Transmission Line by and between Paul C. Miller and Alberta J. Miller and City of Winfield, Cowley County, Kansas dated January 10, 1968, recorded on February 1, 1968 in Book 53, Page 183 in the Official Public Records of Cowley County, Kansas.

The following tracts are included in the above conveyance:

A strip of land 10 feet in width along the entire South side of the Southwest quarter of Section 34, Township 32 South, Range 4 East of the 6th P.M., in Cowley County, Kansas lying South of the Walnut River and being directly adjacent to the North and exclusive of the North right of way of the Joel Mack Road.

Also,

A strip of land 10 feet in width across the entire South side of the East one-half of the Southeast quarter of Section 33/Township 32 South, Range 4 East of the 6th P.M. Cowley County, Kansas and being directly adjacent to the North and exclusive of the North right of way of the Joel Mack Road.

8. Right of Way Grant for Electric Transmission Line by and between Carrie and Della M. Bynum and City of Winfield, Cowley County, Kansas dated January 11, 1964, recorded on February 1, 1998 in Book 53, Page 180 as Instrument Number 13614 in the Official Public Records of Cowley County, Kansas; as evidenced by Certificate of Title dated November 20, 1967.

The following tract is included in the above conveyance:

Beginning at a point 1290 feet West of the Northeast corner of the Northeast quarter of Section 3, Township 33 South, Range 4 East of the 6th P.M. in Cowley County, Kansas; thence South 40 feet; thence West 20 feet; thence North 40 feet; thence East 20 feet to the beginning.

9. Right of Way Grant for Electric Transmission Line by and between Board of County Commissioners of Cowley County and City of Winfield, Cowley County, Kansas dated January 15,

1968, recorded on February 1, 1968 in Book 53, Page 178 as Instrument Number 13613 in the Official Public Records of Cowley County, Kansas; as evidenced by Certificate of Title.

The following tracts are included in the above conveyance:

A strip of land 20 feet in width along, North of, and adjacent to the South line of the Southeast quarter of Section 34, Township 32 South, Range 4 East of the 6th P.M. in Cowley County, Kansas commencing at a point 1240 feet West of the Southeast corner of said quarter section and running thence West to the Walnut River.

And

A strip of land 20 feet in width, the centerline of which is described as follows: Beginning at a point 1300 feet West of the Northeast Range 4 East of the 6th P.M. in Cowley County, Kansas; thence running South parallel with the East line of said quarter section to a point 20 feet North of the South line of said quarter section.

10. Right of Way Grant for Electric Transmission Line by and between Harold E. Hoelscher and Josephine E. Hoelscher and City of Winfield, Cowley County, Kansas dated January 10, 1968, recorded on February 1, 1968 in Book 53, Page 177 as Instrument Number 13612 in the Official Public Records of Cowley County, Kansas; as evidenced by Certificate of Title.

The following tract is included in the above conveyance:

Tract Commencing at Southwest corner of Southeast Quarter of Section 34, Township 32 South of Range 4 East; thence North on Quarter Section line to center of Walnut River; thence down center of said River to Township line between Townships 32 and 33; thence West on Township line to place of beginning.

11. Right of Way Grant for Electric Transmission line by and between D.A. Defore and Grace Defore and City of Winfield, Cowley County, Kansas dated November 6, 1967, recorded on December 19, 1967 in Book 53, Page 27 as Instrument Number 13179 in the Official Public Records of Cowley County, Kansas; as evidenced by Certificate of Title dated October 9, 1967.

The following tract is included in the above conveyance:

A strip of land 10 ft. in width across the entire South side of the following described tract, to wit: All of the Southwest Quarter of Section 33, Township 32 South of Range 4 East, except Railroad right of way, except that portion of said quarter section lying East of Railroad right of way, except that part of said quarter section lying North of County Road leading to what is commonly called Highland Lawn Cemetery and except tract deeded to City of Winfield described as: A tract 990 feet wide across entire West side of said Southwest Quarter; the North 1030 feet of East 100 acres of said Southwest Quarter, lying West of Railway and South of Township road along North side of said quarter section.

Being a strip directly adjacent to and exclusive of the North right of way line of Cowley County Highway No. 4.

12. Permanent Easement by and between Mark Y. Thomas and Laura M. Thomas and City of Winfield, Cowley County, Kansas dated June 18, 1990, recorded on July 17, 1990 in Book 434, Page 619 as Instrument Number 14895 in the Official Public Records of Cowley County, Kansas; Bill Number 9077 accepting and authorizing the filing of the permanent easement by and between Mark Y. Thomas and Laura M. Thomas and City of Winfield, Kansas dated July 16, 1990.

The following tract is included in the above conveyance:

A strip of land 20 feet wide, located in the Southeast Quarter of Section 32, Township 32 South, Range 4 East of the 6th P.M., in Cowley County, Kansas; the centerline of which is described as follows: Beginning 45 feet North and 25 feet West of the Southeast Corner of said Section; thence West, parallel with the South line of said Quarter Section, to a point 1020 feet East of the Southwest Corner of said Quarter Section, also being the Point of Terminus.

13. Right of Way Grant for Electric Transmission by and between Alice Anderson, Trustee, Alice Anderson and Millard H. Anderson, and Emmeline Trent and Charles V. Trent and City of Winfield, Cowley County, Kansas dated October 20, 1967, recorded on November 28, 1967 in Book 52, Page 519 as Instrument Number 12932 in the Official Public Records of Cowley County, Kansas.

The following tract is included in the above conveyance:

A strip of land 20 ft. in width along the entire East side of Northwest quarter of Section 5, Township 33 South, Range 4 East of the 6th P.M. in Cowley County, Kansas.

14. Right of Way Grant for Electric Transmission by and between Norman D. Barker and Nellie Mae Barker and City of Winfield, Cowley County, Kansas dated November 3, 1967, recorded on December 19, 1967 in Book 53, Page 24 in the Official Public Records of Cowley County, Kansas; as evidenced by Certificate of Title dated September 25, 1967.

The following tract is included in the above conveyance:

Beginning on the West line of the Northeast quarter of Section 8, Township 33 South, Range 4 East of the 6th P.M. in Cowley County, Kansas, on the South right of way of the S.W. Greer Road; thence East along said right of way 60 ft; thence South 10 ft; thence West 60 ft; thence North 10 ft. to beginning.

15. Right of Way Grant for Electric Transmission Line by and between Kenneth M. Royer and Elizabeth Royer and City of Winfield, Cowley County, Kansas dated October 30, 1967, recorded on December 19, 1967 in Book 53, Page 21 as Instrument Number 13175 in the Official Public Records of Cowley County, Kansas; as evidenced by Certificate of Title dated September 25, 1967.

The following tracts are included in the above conveyance:

Beginning at a point approximately 225 ft. South of the Northwest corner of Section 8, Township 33 South, Range 4 East of the 6th P.M. in Cowley County, Kansas and on the East right of way of the Florance and Arkansas City State Road; thence East 40 ft; thence South 10 ft; thence West 40 ft; thence North 10 feet to beginning.

And

A strip of land 10 ft. in width along the entire North side of the Northwest quarter of said Section 8, being directly adjacent to and exclusive of the South right of way of the S.W. Greer Road.

And

Beginning on the East line of the Northwest quarter of said Section 8 at a point 10 ft. South of the South right of way line of the S.W. Greer Road; thence South 60 ft; thence West 209 ft; thence North 60 ft; thence East 20 ft. to beginning.

16. Right of Way Grant for Utility Lines by and between Joe E. Collins and City of Winfield, Cowley County, Kansas dated September 21, 1981, recorded on October 5, 1981 in Book 92, Page 347 as Instrument Number 28962 in the Official Public Records of Cowley County, Kansas.

The following tract is included in the above conveyance:

A strip of land ten (10) feet in width, the West line of which is described as follows: Commencing at a point 50 feet East of the Southwest corner of Section 5, Township 33 South, Range 4 East of the 6th P.M. in Cowley County, Kansas; thence North parallel with the West line of said section to a point that is 290.41 feet South of the Northwest corner of said Section; thence in a Northerly direction to a point that is 76 feet East of the Northwest corner of said section. (324.25 rods)

17. Right of Way Grant for Utility lines by and between Winfield Country Club, Inc. and City of Winfield, Cowley County, Kansas dated April 25, 1980, recorded on May 23, 1980 in Book 87, Page 549 as Instrument Number 17990 in the Official Public Records of Cowley County, Kansas.

The following tracts are included in the above conveyance:

A strip of land twenty (20) feet in width, the centerline of which is described as follows: Commencing at a point on the South line of the Southwest quarter of Section 32, Township 32 South, Range 4 East of the 6th P.M. in Cowley County, Kansas, that is 79.03 feet East of the Southwest corner of said quarter section; thence Northerly curving right along the arc of a circle having a radius of 6820.49 feet to a point 308 feet North of and 93 feet East of the Southwest corner of said quarter section; thence Northeasterly on line to a point 1290 feet North of and 186 feet East of the Southwest corner of said quarter section; thence Northwesterly on line to a point that is 400 feet South of and 116 East of the

Northwest corner of said quarter section; thence Northerly on line to a point on the North line of said quarter section 112 feet East of the Northwest corner of said quarter section; and excepting the right of way width of Braid Hills Drive, a public road serving Country Club Estates, Highland Village Addition to the City of Winfield, Kansas. (155.88 rods)

And

A strip of land twenty (20) feet in width for an anchor easement, the center line of which is described as follows: Commencing at a point 1290 feet North of and 186 feet East of the Southwest corner of the Southwest quarter of Section 32, Township 32 South, Range 4 East of the 6th P.M. in Cowley County, Kansas; thence East on line 50 feet to a point.

18. Permanent Easement by and between Winfield Farmers Union Cooperative Association, Glen Atkinson, President and City of Winfield, Cowley County, Kansas dated May 22, 1990, recorded on June 19, 1990 in Book 433, Page 268 as Instrument Number 14416 in the Official Public Records of Cowley County, Kansas.

The following tract is included in the above conveyance:

A strip of land 20 feet wide, located in the Northeast Quarter of the Northeast Quarter of Section 29, Township 32 South, Range 4 East of the 6th P.M., in the City of Winfield, Cowley County, Kansas; the centerline of which is described as follows: Commencing at the intersection of the North right-of-way line of US 160 Highway with the East line of said Section 29; thence North along the East line 580 feet for a point of beginning; thence on a bearing of South 84° - 14' - 56" West, 420 feet, more or less, to its intersection with the East line of the A.T.&S.F. Railway right-of-way; also being the point of terminus.

19. Permanent Easement by and between Virginia Willcoxon and Wade Willcoxon; Nan M. Thompson and Clyde Thompson; James R. Mosby, Jr. and Margaret McNish Mosby, and City of Winfield, Cowley County, Kansas dated October 25, 1990, recorded in Book 439, Page 297 in the Official Public Records of Cowley County, Kansas; Bill Number 90126 accepting an authorizing the filing of the permanent easement by and between Virginia Willcoxon and Wade Willcoxon; Nan M. Thompson and Clyde Thompson; James R. Mosby, Jr. and Margaret McNish Mosby and City of Winfield, Cowley County, Kansas dated November 5, 1990.

The following tract is included in the above conveyance:

A tract of land located in Kirkbride's Addition to the City of Winfield, Cowley County, Kansas, described as follows: Beginning at a point 360 feet East of the Southwest Corner of Lot 5; thence North 20 feet; thence East 20 feet parallel to the South line of Lot 5; thence North 10 feet; thence East 20 feet; thence South 10 feet to a point 20 feet North of the South line of Lot 5; thence East 218 feet parallel to the South line of Lot 5 to a point 20 feet West of the East line of Lot 5; thence North parallel to the East line of Lots 5, 6, 7, and 8 a distance of 1215 feet to a point on the North line of Lot 8; thence East along said North line 20 feet to

the Northeast corner of Lot 8; thence South along the East line of Lots 5, 6, 7 & 8 to the Southeast corner of Lot 5; thence West along the South line to point of beginning.

20. Permanent Easement by and between Winfield Iron and Metal, Inc., Robert E. Duncan, President; Jane Duncan, Secretary and City of Winfield, Cowley County, Kansas dated October 26, 1990, recorded in Book 439, Page 299 in the Official Public Records of Cowley County, Kansas.

The following tract is included in the above conveyance:

A strip of land 20 feet wide, the centerline of which is described as follows: Beginning 14.96 feet South of the Southwest corner of Block 103 ½, Island Park Place Addition to the City of Winfield, Cowley County, Kansas; thence Northeasterly, parallel to the original North right-of-way line of the abandoned railroad, to the West line of Main Street, a distance of 439 feet, more or less, also being the point of terminus. West line of Manning Street with the North line of the original railroad right-of-way South and adjacent to Block 84, Island Park Place Addition to the City of Winfield, Cowley County, Kansas; thence South a distance of 14.96 feet; thence Southwesterly, parallel with the North right-of-way line of said railroad to the North line of 5th Avenue, also being the point of terminus.

21. Permanent Easement by and between The Winfield Farmers Union Cooperative Associate, Glen Atkinson, President and City of Winfield, Cowley County, Kansas dated June 28, 1991, recorded on August 19, 1991 in Book 449, Page 474 as Instrument Number 21792 in the Official Public Records of Cowley County, Kansas; Bill Number 9176 accepting and authorizing the filing of the temporary easement from the Board of Education, Unified School District No. 465, Kent Sisson, President, and the permanent easement from The Winfield Farmers Union Cooperative Association, Glen Atkinson, President and City of Winfield, Cowley County, Kansas dated August 19, 1991.

The following tract is included in the above conveyance:

A strip of land 17 feet wide located in Island Park Place Addition to the City of Winfield, Cowley County, Kansas; the centerline of which is described as follows: Beginning at a point 12.72 feet South of the intersection of the West line of Manning Street and the North line of the original railroad right-of-way, South and adjacent to Block 84 of said addition; thence Southwesterly, parallel with the North right-of-way line of said railroad to the North line of 5th Avenue, also being the point of terminus.

22. Right of Way Grant for Electric Transmission Line by and between Gerald A. Beach and Dolores A. Beach and City of Winfield, Cowley County, Kansas dated October 30, 1967, recorded on December 19, 1967 in Book 53, Page 20 as Instrument Number 13174 in the Official Public Records of Cowley County, Kansas; as evidenced by Certificate of Title dated September 25, 1967.

The following tract is included in the above conveyance:

A strip of land 10 ft. in width along the entire East side of the Northeast quarter of Section 7, Township 33 South, Range 4 East of the 6th, P.M. being directly adjacent to and exclusive of the West right of way of the Florance and Arkansas City Road.

23. Permanent Easement by and between Merle A. Knepper and Helen Knepper and City of Winfield, Cowley County, Kansas dated May 7, 1990, recorded on June 19, 1990 in Book 433, Page 267 as Instrument Number 14415 in the Official Public Records of Cowley County, Kansas.

The following tract is included in the above conveyance:

A strip of land 20 feet in width along the entire East side of the South half of the Northeast Quarter of Section 18, Township 33 South, Range 4 East of the 6th P.M., in Cowley County, Kansas, the centerline of which is described as follows: Beginning 35 feet West of the Southeast corner of the South half of said Section; thence North parallel with the East Section line to the North line of the South half of the Northeast Quarter of said Section, also being the point of terminus.

24. Right of Way Grant for Electric Transmission Lines by and between Layla A. Whitson and City of Winfield, Cowley County, Kansas dated November 1, 1967, recorded on December 19, 1967 in Book 53, Page 19 as Instrument Number 13173 in the Official Public Records of Cowley County, Kansas; as evidenced by Certificate of Title dated September 25, 1967.

The following tract is included in the above conveyance:

A strip of land 10 ft. in width across the entire South side of the East 60 acres of the Southeast quarter of Section 12, Township 33 South, Range 3' East of the 6th P.M. in Cowley County, Kansas, being a strip directly adjacent to and exclusive of the North right of way of Cowley County Highway No. 4.

25. Permanent Easement by and between C.L. Daniels and Betty Jean Daniels and City of Winfield, Cowley County, Kansas dated November 13, 1986, recorded on November 19, 1996 in Book 107, Page 556 as Instrument Number 12562 in the Official Public Records of Cowley County, Kansas.

The following tract is included in the above conveyance:

The North 20 feet of Lots 1, 2, 7 & 8 of Block 8 of Hiatt Hills Addition to the City of Winfield, Kansas. (13,963.60 sq.ft.)

26. Permanent Easement by and between City of Winfield, Kansas, and the City of Arkansas City, Kansas, municipal corporations, owners and operators of the Strother Field Airport and Industrial Park, Strother Field, Kansas and City of Winfield, Cowley County, Kansas dated May 21, 1991, recorded on June 6, 1991 in Book 446, Page 664 as Instrument Number 20579 in the Official Public Records of Cowley County, Kansas.

The following tracts are included in the above conveyance:

Tract 1: A strip of land 20 feet wide located in the Southeast Quarter of Section 19, Township 33 South, Range 4 East of the 6th P.M., Cowley County, Kansas; the centerline of which is described as follows: Beginning at a point 298.38 feet South and 321.48 feet West of the Northeast Corner of said Southeast Quarter; thence Northwesterly 30 feet on a bearing of North 50°-19'-52" West to a point; thence Northwesterly 432.03 feet on a bearing of North 37°-47'-14" West to a point on the East right-of-way line of Highway US77; also being the point of terminus; and,

A strip of land 10 feet wide located in the Southeast Quarter of Section 19, Township 33 South, Range 4 East of the 6th P.M., Cowley County, Kansas; the centerline of which is described as follows: Beginning at a point 279.23 feet South and 344.57 feet West of the Northeast Corner of said Southeast Quarter; thence Southwesterly 60 feet on a bearing of South 45°-56'-27" West to a point; also being point of terminus; and,

Tract 2. A strip of land 20 feet wide located in Block 2, Strother Field, Cowley County, Kansas; the centerline of which is described as follows: Beginning at a point which is 463.70 feet North of the Southwest Corner of said Block 2 and 176.28 feet East of the centerline of D Street; thence Northeasterly on an assumed bearing on North 08°-55'-31" East a distance of 140 feet to a point which is 602 feet North of the Southwest Corner of said Block 2 and 198 feet East of the centerline of D Street; also being the point of terminus; and,

Tract 3. A strip of land 20 feet wide located in Block 2, Strother Field, Cowley County, Kansas; the centerline of which is described as follows: Beginning at a point which is 898 feet North of the Southwest Corner of said Block 2 and 244.49 feet East of the centerline of D Street; thence Northeasterly on an assumed bearing of North 08°-55'-31" East a distance of 202.45 feet to a point which is 1098 feet North of the Southwest Corner of said Block 2 and 275.90 feet East of the centerline of D Street; also being the point of terminus; and,

Tract 4. A strip of land 20 feet wide located in Block 2, Strother Field, Cowley County, Kansas; the centerline of which is described as follows: Beginning at a point which is 1398 feet North of the Southwest Corner of said Block 2 and 323.01 feet East of the centerline of D Street; thence Northeasterly on an assumed bearing on North 08°-55'-33" East a distance of 628.87 feet to a point that is 2019.26 feet North of the Southwest Corner of said Block 2 and 420.58 feet East of the centerline of D Street; thence Northeasterly on an assumed bearing of North 13°-53'-05" East a distance of 587.16 feet to a point that is 2589.26 feet North of the Southwest Corner of said Block 2 and 560.48 feet East of the centerline of D Street; thence Northeasterly on an assumed of North 09°-02'23" East a distance of 153 feet, more or less, to a point on the South right-of-way line of Seventh Avenue of said Block 2, which is 128.61 feet South of the centerline of Seventh Avenue and 150 feet West of the centerline of Highway US77; also being point of terminus; and,

Tract 5. A strip of land 20 feet wide located in Blocks 3 and 4, Strother Field, Cowley County, Kansas; the centerline of which is described as follows: Beginning at a point on the North right-of-way line of Seventh Avenue, which is 166.39 feet North of the centerline of

Seventh Avenue and 150 feet West of the centerline of Highway US77; thence Northeasterly on an assumed bearing on North 09°-02'-23" East a distance of 1755 feet, more or less, to a point that is 10 feet West and 740 feet South of the Northwest Corner of said Block 4; thence North parallel and adjacent to the East line of Block 4, a distance of 740 feet to a point on the North line of Block 4, which is 10 feet West of the Northeast Corner of said Block 4; also being the point of terminus.

27. Permanent Easement by and between Alan R. Parriah, as President and as the duly elected official authorized to execute this document of I.U.E., Local 1004 and City of Winfield, Cowley County, Kansas dated May 2, 1991, recorded on May 8, 1991 in Book 445, Page 338 as Instrument Number 19946 in the Official Public Records of Cowley County, Kansas.

The following tract is included in the above conveyance:

A strip of land 20 feet wide located in Block 2, Strother Field, Cowley County, Kansas, the centerline of which is described as follows: Beginning at a point on the south property line which is 1098 feet north of the southeast corner of Block 2 and 265 feet east of the centerline of D Street; thence northerly on an assumed bearing of north 7 deg. 41'46" east a distance of 100.91 feet to a point on the north property line which is 1198 feet north of the southwest corner of said Block 2 and 278.5 feet east of the centerline of D Street; also being the point of terminus.

28. Permanent Easement by and between John M. Sturd, Vice President, The Home National Bank of Arkansas City, Kansas and City of Winfield, Cowley County, Kansas dated April 4, 1991, recorded on May 8, 1991 in Book 445, Page 331 as Instrument Number 19939 in the Official Public Records of Cowley County, Kansas.

The following tract is included in the above conveyance:

A strip of land 20 feet wide located in Block 2, Strother Field, Cowley County, Kansas, the centerline of which is described as follows: Beginning at a point on the South property line which is 602 feet North of the Southwest corner of said Block 2 and 198 feet East of the centerline of D Street; thence Northerly on an assumed bearing of North 8°-55'-31" East a distance of 299.63 feet to a point on the North property line which is 898 feet North of the Southwest corner of said Block 2 and 244.49 feet East of the centerline of D Street, also being the point of terminus.

29. Permanent Easement by and between Board of Directors, Valley Coop, Inc., Lester C. Priest, President and City of Winfield, Cowley County, Kansas dated May 29, 1991, recorded on June 6, 1991 in Book 446, Page 663 as Instrument Number 20578 in the Official Public Records of Cowley County, Kansas.

The following tract is included in the above conveyance:

A tract of land located in the Southeast Quarter of Section 19, Township 33 South, Range 4 East of the 6th P.M., Cowley County, Kansas, described as follows: Beginning at a

point 415.28 feet South and 166.76 feet West of the Northeast corner of said Quarter Section; thence Northwesterly 202.32 feet on a bearing of North 50°-19'-52" West to the Northwest corner of the Valley Coop, Inc., property; thence South 25.98 feet to a point; thence Southeasterly 195.84 feet on a bearing of South 50°-19'-52" East to a point on the West AT&SF Right-of-way line; thence Northeasterly 22.4 feet, more or less, along the AT&SF Railroad right-of-way line to the point of beginning.

30. Permanent Easement by and between Juanita J. Walton and Roger J. Walton, Guardian for Helen L. Walton and City of Winfield, Cowley County, Kansas dated April 1, 1991, recorded on May 8, 1991 in Book 445, Page 336 as Instrument Number 19944 in the Official Public Records of Cowley County, Kansas.

The following tract is included in the above conveyance:

A strip of land 10 feet wide, located in the Northwest Quarter of Section 31, Township 33 South, Range 4 East of the 6th P.M., Cowley County, Kansas; the centerline of which is described as follows: Beginning at a point 38 feet East of the West line of said Section and on the South line of Lot 1; thence North parallel with the West line of said Section to a point which is 38 feet East and 25 feet South of the Northwest corner of said Section; also being the point of terminus; and

A tract of land located in the Northwest Quarter of Section 31, Township 33 South, Range 4 East of the 6th P.M., Cowley County, Kansas; described as follows: Beginning at a point 25 feet South and 100 feet West of the Northeast Corner of said Northwest Quarter; thence West 20 feet along the road right-of-way; thence South 15 feet; thence East 20 feet parallel to the road right-of-way; thence North 15 feet to the point of beginning.

31. Permanent Easement by and between Kenneth E. Bryant and Virginia L. Bryant and City of Winfield, Cowley County, Kansas dated May 8, 1991, recorded in Book 446, Page 284 in the Official Public Records of Cowley County, Kansas; Bill Number 9142 accepting and authorizing that certain temporary and permanent easements by and between Beverly Irlene Keller and City of Winfield, Cowley County, Kansas, a temporary easement; Kenneth E. Bryant and Virginia L. Bryant and City of Winfield, Cowley County, Kansas, a permanent easement; and George E. Sybrant and Betty Sybrant and City of Winfield, Cowley County, Kansas, a temporary easement.

The following tract is included in the above conveyance:

A tract of land located in the Northeast corner of Lot 1 of the Northeast Quarter of Section 1, Township 34 South, Range 3 East of the 6th P.M., Cowley County, Kansas; described as follows: Beginning at a point 30 feet South and 33 feet West of the Northeast corner of said Section; thence West along the road right-of-way a distance of 20 feet; thence South a distance of 5 feet; thence East 20 feet parallel with the road right-of-way; thence North 5 feet along the county road right-of-way to the point of beginning.

32. Permanent Easement by and between Verne Gottlob and Zola Gottlob and City of Winfield, Cowley County, Kansas dated April 2, 1991, recorded on May 8, 1991 in Book 445, Page 335 as Instrument Number 19943 in the Official Public Records of Cowley County, Kansas.

The following tract is included in the above conveyance:

A tract of land located in the Northwest corner of Lot 4 of the Northwest Quarter of Section 1, Township 34 South, Range 3 East of the 6th P.M., Cowley County, Kansas; described as follows: Beginning at a point 30 feet South and 20 feet East of the Northwest corner of said Section; thence South, along the road right-of-way a distance of 20 feet to a point; thence Northeasterly a distance of 28.3 feet, more or less, to a point that is 30 feet South and 40 feet East of the Northwest corner of said Section; thence West along the road right-of-way a distance of 20 feet to the point of beginning.

33. Permanent Easement by and between Craig B. Collinson and Kathryn H. Collinson; and Stephen A. Collinson and Toni V. Collinson and City of Winfield, Cowley County, Kansas dated April 3, 1991, recorded on May 8, 1991 in Book 445, Page 329 as Instrument Number 19938 in the Official Public Records of Cowley County, Kansas.

The following tract is included in the above conveyance:

A strip of land 10 feet wide located in the Southwest Quarter of Section 1, Township 34 South, Range 3 East of the 6th P.M., Cowley County, Kansas; the centerline of which is described as follows: Beginning at a point 60 feet East and 30 feet North of the Southwest corner of said Section; thence Northwesterly 126.5 feet, more or less, to a point 20 feet East and 150 feet North of the Southwest corner of said Section; also being the point of terminus.

34. Permanent Easement by and between Thomas T. Tyler, III and Patricia Tyler; Frances Tyler Koetting and Robert Koetting; and Iris Tyler Dittman and Fred Dittman and City of Winfield, Cowley County, Kansas dated May 17, 1991, recorded on July 8, 1991 in Book 448, Page 36 as Instrument Number 210529 in the Official Public Records of Cowley County, Kansas.

The following tract is included in the above conveyance:

A strip of land 10 feet wide located in the Northwest Quarter of Section 12, Township 34 South, Range 3 East of the 6th P.M., Cowley County, Kansas, the centerline of which is described as follows: Beginning at a point 60 feet East and 30 feet South of the Northwest corner of said Quarter Section; thence South 60 feet to a point, also being the point of terminus.

35. Permanent Easement by and between Beverly Irlene Keller and City of Winfield, Cowley County, Kansas dated April 2, 1991, recorded on May 8, 1991 in Book 445, Page 334 as Instrument Number 19942 in the Official Public Records of Cowley County, Kansas.

The following tract is included in the above conveyance:

A tract of land located in the Southwest Quarter of Section 2, Township 34 South, Range 3 East of the 6th P.M., Cowley County, Kansas; described as follows: Beginning at a point 165 feet East and 30 feet North of the Southwest corner of said Section; thence East 20 feet; thence North 5 feet; thence West 20 feet; thence South 5 feet to the point of beginning.

SCHEDULE 2.1.2

PERSONAL PROPERTY

All transmission poles listed in this schedule to be owned 65% GridLiance/35% City of Winfield, Kansas

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
28324WE1 03P	1991	75ft	Yes	Electric Distribution	City of Winfield	No	No
18334JE00 1P	1991	60ft	Yes	CATV	Cox	No	Yes
18334RE0 01P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
18334SE0 01P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
07334AE0 01P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
07334BE0 01P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
07334CE0 01P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
07334DE0 01P	1985	65ft	Yes	Electric Distribution	City of Winfield	No	No
07334HE0 01P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
07334JE00 1P	1991	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
07334RE0 01P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
07334SE0 01P	1991	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
07334TE0 01P	2017	70ft	Yes	Electric Distribution	City of Winfield	No	No
01333ZE0 01P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
05334FE0 01P	1991	65ft	Yes	Electric Distribution	City of Winfield	No	No
05334ME0 01P	1993	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
05334NE0 01P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
05334PE0 01P	1980	70ft	Yes	Electric Distribution	City of Winfield	No	No
07334AE0 02P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
07334BE0 02P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
07334CE0 02P	1985	65ft	Yes	Electric Distribution	City of Winfield	No	No
07334DE0 02P	1985	65ft	Yes	Electric Distribution	City of Winfield	No	No
07334HE0 02P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
07334JE00 2P	1991	55ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
01343ZE0 02P	1991	45ft	No	None	None	No	No
31334ZE0 02P	1991	80ft	No	None	None	No	No
32324AE0 02P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
32324BE0 02P	1967	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
02333ZE0 01P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
02343ZE0 01P	1991	60ft	No	None	None	No	No
08334WE0 01P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
08334XE0 01P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
05334TE0 01P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
05334XE0 01P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
06334BE0 01P	2017	65ft	Yes	Electric Distribution	City of Winfield	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
06334CE0 01P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
06334DE0 01P	1967	70ft	Yes	Electric Distribution	City of Winfield	No	No
11333ZE0 01P	1967	65ft	No	None	None	No	No
12333ZE0 01P	1985	65ft	No	None	None	No	No
13333ZE0 01P	1967	45ft	No	None	None	No	No
18334HE0 01P	1991	60ft	Yes	CATV	Cox	No	Yes
11333ZE0 02P	1967	65ft	No	None	None	No	No
29324JE00 1P	1991	75ft	Yes	Electric Distribution	City of Winfield	No	No
02333ZE0 02P	1967	65ft	No	None	None	No	No
02343ZE0 02P	1991	65ft	No	None	None	No	No
07334RE0 02P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
07334SE0 02P	1991	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
29324SE0 01P	1991	85ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 01P	1991	65ft	No	None	None	No	No
30334ZE0 01P	1991	60ft	No	None	None	No	No
31334ZE0 01P	1991	80ft	No	None	None	No	No
32324AE0 01P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
32324BE0 01P	1989	85ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
32324ME0 01P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
32324NE0 01P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324BE0 01P	1989	85ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
05334LE0 02P	1967	70ft	Yes	Electric Distribution	City of Winfield	No	No
05334NE0 02P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
05334PE0 02P	1991	75ft	Yes	Electric Distribution	City of Winfield	No	No
05334TE0 02P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
05334XE0 02P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
06334AE0 02P	2012	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
06334BE0 02P	2017	70ft	Yes	Electric Distribution	City of Winfield	No	No
06334CE0 02P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
06334DE0 02P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
06334HE0 02P	1993	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
08334WE0 02P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
08334XE0 02P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
30334ZE0 02P	1991	45ft	No	None	None	No	No
18334RE0 02P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
18334SE0 02P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
11343ZE0 02P	1990	60ft	No	None	None	No	No
12333ZE0 02P	2017	65ft	No	None	None	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
01333ZE0 03P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
02333ZE0 03P	1967	65ft	No	None	None	No	No
02343ZE0 03P	1990	65ft	No	None	None	No	No
19334JE00 2P	1991	80ft	Yes	Electric Distribution	City of Winfield	No	No
19334SE0 02P	1991	60ft	Yes	CATV	Cox	No	Yes
29324CE0 03P	1980	80ft	Yes	Electric Distribution	City of Winfield	No	No
07334HE0 03P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
07334SE0 03P	1991	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
07334WE0 03P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 02P	1991	65ft	No	None	None	No	No
32324ME0 02P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
32324NE0 02P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324CE0 02P	1967	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
01333ZE0 04P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
02333ZE0 04P	1967	65ft	No	None	None	No	No
02343ZE0 04P	1990	60ft	No	None	None	No	No
36333ZE0 02P	1991	45ft	No	None	None	No	No
05334CE0 03P	1967	80ft	Yes	Electric Distribution	City of Winfield	No	No
05334FE0 03P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
05334LE0 03P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
05334NE0 03P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
05334PE0 03P	1967	70ft	Yes	Electric Distribution	City of Winfield	No	No
05334TE0 03P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
05334XE0 03P	1980	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
06334AE0 03P	1993	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
06334BE0 03P	2017	70ft	Yes	Electric Distribution	City of Winfield	No	No
06334CE0 03P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
06334DE0 03P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
06334HE0 03P	1993	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
07334AE0 03P	1967	70ft	Yes	Electric Distribution	City of Winfield	No	No
07334BE0 03P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
07334CE0 03P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
07334DE0 03P	1985	65ft	Yes	Electric Distribution	City of Winfield	No	No
08334WE0 03P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
08334XE0 03P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
11333ZE0 03P	1967	65ft	No	None	None	No	No
11343ZE0 03P	1991	60ft	No	None	None	No	No
12333ZE0 03P	2017	65ft	No	None	None	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
18334RE0 03P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
29324JE00 3P	1991	80ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 03P	1991	60ft	No	None	None	No	No
05334ME0 04P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
05334NE0 04P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
30334ZE0 03P	1991	60ft	No	None	None	No	No
18334SE0 03P	2013	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
18334WE0 03P	1967	70ft	Yes	Electric Distribution	City of Winfield	No	No
08334WE0 05P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
08334XE0 05P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
11333ZE0 05P	1967	65ft	No	None	None	No	No
12333ZE0 05P	2017	65ft	No	None	None	No	No
31334ZE0 03P	2017	75ft	No	None	None	No	No
32324AE0 03P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
32324BE0 03P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
32324DE0 03P	1980	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
32324NE0 03P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324CE0 03P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324DE0 03P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
05334CE0 04P	1967	75ft	Yes	Electric Distribution	City of Winfield	No	No
05334FE0 04P	2012	65ft	Yes	Electric Distribution	City of Winfield	No	No
08334WE0 04P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
08334XE0 04P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
06334AE0 04P	1993	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
06334CE0 04P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
06334DE0 04P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
07334AE0 04P	1991	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
07334BE0 04P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
07334DE0 04P	1985	65ft	Yes	Electric Distribution	City of Winfield	No	No
07334HE0 04P	1991	55ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
07334RE0 04P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
11333ZE0 04P	1967	65ft	No	None	None	No	No
12333ZE0 04P	1967	65ft	No	None	None	No	No
18334SE0 04P	2013	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
19334JE00 4P	1991	75ft	Yes	CATV	Cox	No	Yes
05334EE0 05P	1993	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
05334FE0 05P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
05334ME0 05P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
06334DE0 05P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
29324CE0 04P	1980	80ft	Yes	Electric Distribution	City of Winfield	No	No
29324RE0 04P	1991	90ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 04P	1991	60ft	No	None	None	No	No
01333ZE0 05P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
30334ZE0 04P	2013	60ft	No	None	None	No	No
31334ZE0 04P	1991	70ft	No	None	None	No	No
32324AE0 04P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
32324BE0 04P	1993	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
32324DE0 04P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
32324NE0 04P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324CE0 04P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324DE0 04P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
02333ZE0 05P	1967	65ft	No	None	None	No	No
02343ZE0 05P	1985	65ft	No	None	None	No	No
07334BE0 05P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
07334DE0 05P	1985	65ft	Yes	Electric Distribution	City of Winfield	No	No
07334HE0 05P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
07334JE00 5P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
07334RE0 05P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
18334AE0 05P	1991	65ft	Yes	CATV	Cox	No	Yes
19334RE0 05P	1985	65ft	Yes	CATV	Cox	No	Yes
33324BE0 09P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
18334HE0 06P	1991	60ft	Yes	CATV	Cox	No	Yes
18334RE0 06P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
29324CE0 05P	1980	80ft	Yes	Electric Distribution	City of Winfield	No	No
29324RE0 05P	1991	85ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 05P	1991	60ft	No	None	None	No	No
30334ZE0 05P	1991	60ft	No	None	None	No	No
31334ZE0 05P	1991	65ft	No	None	None	No	No
32324AE0 05P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
32324BE0 05P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
32324EE0 05P	1980	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324CE0 05P	1967	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324DE0 05P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
01333ZE0 06P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
02333ZE0 06P	1967	65ft	No	None	None	No	No
02343ZE0 06P	1990	60ft	No	None	None	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
05334CE0 06P	1985	65ft	Yes	Electric Distribution	City of Winfield	No	No
05334KE0 06P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
07334AE0 06P	1991	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
07334JE00 6P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
07334RE0 06P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
30334ZE0 06P	1991	60ft	No	None	None	No	No
31334ZE0 06P	1991	60ft	No	None	None	No	No
32324AE0 06P	1967	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
32324BE0 06P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
32324DE0 06P	2002	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
32324EE0 06P	1980	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
32324ME0 06P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324CE0 06P	1995	80ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324DE0 06P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
31334ZE0 07P	1991	60ft	No	None	None	No	No
32324EE0 07P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324CE0 07P	1995	80ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324DE0 07P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
01333ZE0 08P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
02333ZE0 08P	1967	65ft	No	None	None	No	No
02343ZE0 08P	1991	60ft	No	None	None	No	No
11333ZE0 08P	1967	65ft	No	None	None	No	No
12333ZE0 08P	2017	65ft	No	None	None	No	No
08334WE0 06P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
08334XE0 06P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
11333ZE0 06P	1967	65ft	No	None	None	No	No
12333ZE0 06P	2017	65ft	No	None	None	No	No
29324RE0 06P	1991	80ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 06P	1991	60ft	No	None	None	No	No
20334ZE0 06P	1990	85ft	Yes	Electric Distribution	City of Winfield	No	No
21324GE0 06P	1991	65ft	Yes	Electric Distribution	City of Winfield	No	No
18334HE0 07P	1991	60ft	Yes	CATV	Cox	No	Yes
18334JE00 7P	1991	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
29324CE0 06P	1980	70ft	Yes	Electric Distribution	City of Winfield	No	No
01333ZE0 07P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
02333ZE0 07P	1967	65ft	No	None	None	No	No
02343ZE0 07P	1991	60ft	No	None	None	No	No
05334PE0 07P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
07334JE00 7P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
11333ZE0 07P	1967	70ft	No	None	None	No	No
12333ZE0 07P	1967	65ft	No	None	None	No	No
21324GE0 07P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
28324XE0 07P	1991	85ft	Yes	Electric Distribution	City of Winfield	No	No
29324CE0 07P	1980	75ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 07P	1991	60ft	No	None	None	No	No
30334ZE0 07P	1991	60ft	No	None	None	No	No
18334HE0 08P	1991	60ft	Yes	CATV	Cox	No	Yes
19334SE0 08P	1991	60ft	Yes	CATV	Cox	No	Yes
21324GE0 08P	1991	65ft	Yes	Electric Distribution	City of Winfield	No	No
29324HE0 08P		65ft	Yes	Electric Distribution	City of Winfield	No	No
29324RE0 08P	1991	80ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 08P	1991	60ft	No	None	None	No	No
21324GE0 09P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 18P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
31334ZE0 18P	1991	60ft	No	None	None	No	No
32324XE0 18P	1980	75ft	Yes	Electric Distribution	City of Winfield	No	No
02343ZE0 19P	1991	50ft	No	None	None	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
31334ZE0 08P	1991	60ft	No	None	None	No	No
32324XE0 08P	1980	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324CE0 08P	1967	80ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324DE0 08P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
01333ZE0 09P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
02333ZE0 09P	1967	65ft	No	None	None	No	No
02343ZE0 09P	1991	65ft	No	None	None	No	No
05334XE0 09P	1980	80ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
07334AE0 09P	1991	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
11333ZE0 09P	1967	65ft	No	None	None	No	No
12333ZE0 09P	2017	65ft	No	None	None	No	No
20334ZE0 20P	1989	85ft	Yes	Electric Distribution	City of Winfield	No	No
18334AE0 09P	1991	60ft	Yes	CATV	Cox	No	Yes
18334JE00 9P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
29324GE0 09P	2002	60ft	Yes	Electric Distribution	City of Winfield	No	No
29324HE0 09P	1993	70ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 09P	1991	60ft	No	None	None	No	No
31334ZE0 09P	1991	60ft	No	None	None	No	No
32324ME0 09P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
32324XE0 09P	1980	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324DE0 09P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
01333ZE0 10P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
02333ZE0 10P	1967	65ft	No	None	None	No	No
02343ZE0 10P	1991	65ft	No	None	None	No	No
07334AE0 10P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
11333ZE0 10P	1967	65ft	No	None	None	No	No
12333ZE0 10P	1967	65ft	No	None	None	No	No
18334JE01 0P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
19334JE01 0P	1991	70ft	Yes	CATV	Cox	No	Yes
19334SE0 10P	1991	60ft	Yes	CATV	Cox	No	Yes
21324GE0 10P	1991	65ft	Yes	Electric Distribution	City of Winfield	No	No
28324XE0 10P	1991	85ft	Yes	Electric Distribution	City of Winfield	No	No
29324FE0 10P	1980	80ft	Yes	Electric Distribution	City of Winfield	No	No
29324GE0 10P	1995		Yes	Electric Distribution	City of Winfield	No	No
29324HE0 10P	1991	60ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 10P	1991	60ft	No	None	None	No	No
31334ZE0 10P	1991	60ft	No	None	None	No	No
01333ZE0 11P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
02333ZE0 11P	1967	65ft	No	None	None	No	No
02343ZE0 11P	1991	65ft	No	None	None	No	No
07334AE0 11P	1991	55ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
11333ZE0 11P	1967	65ft	No	None	None	No	No
12333ZE0 11P	2017	65ft	No	None	None	No	No
21324GE0 11P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
29324KE0 83P	1995	70ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 11P	1991	60ft	No	None	None	No	No
31334ZE0 11P	1991	60ft	No	None	None	No	No
32324XE0 11P	1980	70ft	Yes	Electric Distribution	City of Winfield	No	No
33324BE0 11P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
01333ZE0 12P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
02333ZE0 12P	1967	65ft	No	None	None	No	No
02343ZE0 12P	1991	60ft	No	None	None	No	No
07334AE0 12P	1991	60ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
07334SE0 12P	2017	70ft	Yes	Electric Distribution	City of Winfield	No	No
29324HE0 14P	1995	70ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 14P	1991	60ft	No	None	None	No	No
31334ZE0 14P	1994	60ft	No	None	None	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
32324DE0 14P	1980	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
01333ZE0 15P	2017	65ft	Yes	Electric Distribution	City of Winfield	No	No
02333ZE0 15P	1967	65ft	No	None	None	No	No
02343ZE0 15P	1991	60ft	No	None	None	No	No
07334SE0 15P	1967	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
11333ZE0 15P	1967	65ft	No	None	None	No	No
12333ZE0 15P	1967	65ft	No	None	None	No	No
29334ZE0 17P	1991	65ft	No	None	None	No	No
31334ZE0 17P	1991	60ft	No	None	None	No	No
01333ZE0 18P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
11333ZE0 12P	1967	65ft	No	None	None	No	No
12333ZE0 12P	1967	65ft	No	None	None	No	No
18334AE0 12P	1991	60ft	Yes	CATV	Cox	No	Yes
19334RE0 12P	1985	65ft	Yes	CATV	Cox	No	Yes
28324XE0 12P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
29324HE0 12P	1991	75ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 12P	1991	60ft	No	None	None	No	No
31334ZE0 12P	1991	60ft	No	None	None	No	No
32324XE0 12P	1980	70ft	Yes	Electric Distribution	City of Winfield	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
01333ZE0 13P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
02333ZE0 13P	1967	65ft	No	None	None	No	No
02343ZE0 13P	1991	60ft	No	None	None	No	No
07334SE0 13P	2017	70ft	Yes	Electric Distribution	City of Winfield	No	No
11333ZE0 13P	1967	65ft	No	None	None	No	No
12333ZE0 13P	1967	65ft	No	None	None	No	No
18334AE0 13P	1991	60ft	Yes	CATV	Cox	No	Yes
19334JE01 3P	1991	70ft	Yes	CATV	Cox	No	Yes
28324XE0 13P	1991	80ft	Yes	Electric Distribution/Telephone	City of Winfield/SBC	Yes	No
29324HE0 13P	1995	70ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 13P	2013	60ft	No	None	None	No	No
31334ZE0 13P	1991	60ft	No	None	None	No	No
32324XE0 13P	1980	70ft	Yes	Electric Distribution	City of Winfield	No	No
33324BE0 13P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
01333ZE0 14P	1967	65ft	Yes	Electric Distribution	City of Winfield	No	No
02333ZE0 14P	1967	65ft	No	None	None	No	No
07334SE0 14P	2017	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
11333ZE0 14P	1967	65ft	No	None	None	No	No
12333ZE0 14P	1967	65ft	No	None	None	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
19334SE0 14P	1991	70ft	Yes	CATV	Cox	No	Yes
29324FE0 15P	1992	80ft	Yes	Electric Distribution	City of Winfield	No	No
29324HE0 15P	1995	70ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 15P	1991	60ft	No	None	None	No	No
31334ZE0 15P	1991	60ft	No	None	None	No	No
32324XE0 15P	1980	70ft	Yes	Electric Distribution	City of Winfield	No	No
01333ZE0 16P	2017	65ft	Yes	Electric Distribution	City of Winfield	No	No
02333ZE0 16P	1967	65ft	No	None	None	No	No
11333ZE0 16P	1967	65ft	No	None	None	No	No
12333ZE0 16P	1967	65ft	No	None	None	No	No
29324HE0 16P	1985	70ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 16P	1991	60ft	No	None	None	No	No
31334ZE0 16P	1991	60ft	No	None	None	No	No
01333ZE0 17P	2017	65ft	Yes	Electric Distribution	City of Winfield	No	No
02333ZE0 17P	1967	65ft	No	None	None	No	No
07334SE0 17P	1980	80ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
11333ZE0 17P	1967	65ft	No	None	None	No	No
12333ZE0 17P	1967	65ft	No	None	None	No	No
19334SE0 17P	1991	75ft	Yes	CATV	Cox	No	Yes

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
29324HE0 17P	1985	70ft	Yes	Electric Distribution	City of Winfield	No	No
02333ZE0 18P	1967	65ft	No	None	None	No	No
07334SE0 18P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
11333ZE0 18P	1967	65ft	No	None	None	No	No
12333ZE0 18P	1967	65ft	No	None	None	No	No
19334JE01 8P	1985	65ft	No	CATV	Cox	No	Yes
21324HE0 19P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
31334ZE0 22P	1991	70ft	No	None	None	No	No
20334ZE0 23P	1991	80ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 19P	1991	75ft	Yes	Electric Distribution	City of Winfield	No	No
31334ZE0 19P	1991	65ft	No	None	None	No	No
29334ZE0 20P	1989	85ft	Yes	Electric Distribution	City of Winfield	No	No
31334ZE0 20P	1991	70ft	No	None	None	No	No
20334ZE0 21P	1990	80ft	Yes	Electric Distribution	City of Winfield	No	No
31334ZE0 21P	1991	60ft	No	None	None	No	No
20334ZE0 22P	1991	80ft	Yes	Electric Distribution	City of Winfield	No	No
29324FE0 22P	1995	80ft	Yes	Electric Distribution	City of Winfield	No	No
29324DE0 23P	1980	75ft	Yes	Electric Distribution	City of Winfield	No	No
29334ZE0 23P	1989	85ft	Yes	Electric Distribution	City of Winfield	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
31334ZE0 23P	1991	65ft	No	None	None	No	No
20334ZE0 24P	1991	80ft	Yes	Electric Distribution	City of Winfield	No	No
29324DE0 24P	1980	75ft	Yes	Electric Distribution	City of Winfield	No	No
31334ZE0 24P	1990	60ft	No	None	None	No	No
01343ZE0 25P	1991	65ft	No	None	None	No	No
19334RE0 25P	1991	70ft	Yes	CATV	Cox	No	Yes
20334ZE0 25P	1991	80ft	Yes	Electric Distribution	City of Winfield	No	No
29324DE0 25P	1980	70ft	Yes	Electric Distribution	City of Winfield	No	No
31334ZE0 25P	1991	60ft	No	None	None	No	No
01343ZE0 26P	1991	65ft	No	None	None	No	No
19334RE0 26P	1991	70ft	Yes	CATV	Cox	No	Yes
20334ZE0 26P	1991	75ft	Yes	Electric Distribution	City of Winfield	No	No
29324DE0 26P	1980	70ft	Yes	Electric Distribution	City of Winfield	No	No
31334ZE0 26P	1991	60ft	No	None	None	No	No
01343ZE0 27P	1991	65ft	No	None	None	No	No
31334ZE0 27P	1991	60ft	No	None	None	No	No
01343ZE0 28P	1991	65ft	No	None	None	No	No
28324EE0 28P	1991	80ft	Yes	Electric Distribution	City of Winfield	No	No
31334ZE0 28P	1991	60ft	No	None	None	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
01343ZE0 29P	1991	65ft	No	None	None	No	No
28324EE0 29P	1991	80ft	Yes	Electric Distribution	City of Winfield	No	No
31334ZE0 29P	1991	65ft	No	None	None	No	No
01343ZE0 30P	1991	65ft	No	None	None	No	No
28324EE0 30P	1995	80ft	Yes	Electric Distribution	City of Winfield	No	No
29324GE0 30P	1991	60ft	Yes	Electric Distribution	City of Winfield	No	No
31334ZE0 30P	1991	70ft	No	None	None	No	No
01343ZE0 31P	1991	65ft	No	None	None	No	No
29324GE0 31P	1991	60ft	Yes	Electric Distribution	City of Winfield	No	No
31334ZE0 31P	1991	70ft	No	None	None	No	No
01343ZE0 32P	1991	60ft	No	None	None	No	No
29324GE0 32P	1980	70ft	Yes	Electric Distribution	City of Winfield	No	No
31334ZE0 32P	1991	60ft	No	None	None	No	No
01343ZE0 33P	1991	60ft	No	None	None	No	No
19334RE0 33P	1991	65ft	Yes	CATV	Cox	No	Yes
29324GE0 33P	1980	80ft	Yes	Electric Distribution	City of Winfield	No	No
31334ZE0 33P	1991	65ft	No	None	None	No	No
01343ZE0 34P	1991	60ft	No	None	None	No	No
29324GE0 34P	1980	75ft	Yes	Electric Distribution	City of Winfield	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
31334ZE0 34P	1991	65ft	No	None	None	No	No
01343ZE0 35P	1991	60ft	No	None	None	No	No
01343ZE0 42P	1991	75ft	No	None	None	No	No
21324CE0 42P	1991	75ft	Yes	Electric Distribution	City of Winfield	No	No
33324BE0 38P	1967	80ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
01343ZE0 39P	1991	60ft	No	None	None	No	No
33324BE0 39P	1967	80ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
01343ZE0 40P	1991	65ft	No	None	None	No	No
21324CE0 40P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
01343ZE0 41P	1991	70ft	No	None	None	No	No
21324CE0 41P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
01343ZE0 43P	1991	80ft	No	None	None	No	No
21324CE0 43P	1991	75ft	Yes	Electric Distribution	City of Winfield	No	No
01343ZE0 44P	1991	80ft	No	None	None	No	No
21324CE0 44P	1991	75ft	Yes	Electric Distribution	City of Winfield	No	No
28324ME0 57P	1991	80ft	Yes	Electric Distribution	City of Winfield	No	No
21324BE0 74P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
11333ZE0 20P		65ft	No	None	None	No	No
26324DE0 01P	1967	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
26324FE0 01P	1967	80ft	Yes	Electric Distribution	City of Winfield	No	No
26324OE0 01P	1991	55ft	No	None	None	No	No
27324AE0 01P	1967	80ft	Yes	Electric Distribution	City of Winfield	No	No
26324DE0 03P	1994	80ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
26324OE0 02P	1991	55ft	No	None	None	No	No
26324WE0 02P	1991	70ft	No	None	None	No	No
27324AE0 02P	1967	80ft	Yes	Electric Distribution	City of Winfield	No	No
26324WE0 04P	1991	75ft	No	None	None	No	No
26324LE0 08P	1991	75ft	Yes	Electric Distribution	City of Winfield	No	No
26324LE0 07P	1975	75ft	Yes	Electric Distribution	City of Winfield	No	No
26324DE0 15P	1994	80ft	Yes	Electric Distribution	City of Winfield	No	No
27324AE0 15P	1984	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
26324LE0 03P	1991	65ft	No	None	None	No	No
26324OE0 03P	1991	55ft	No	None	None	No	No
26324WE0 03P	1991	75ft	No	None	None	No	No
26324FE0 04P	1967	75ft	Yes	Electric Distribution	City of Winfield	No	No
26324LE0 04P	1991	70ft	No	None	None	No	No
26324OE0 04P	1991	60ft	No	None	None	No	No
26324OE0 05P	1991	65ft	No	None	None	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
26324DE011P	1967	80ft	Yes	Electric Distribution	City of Winfield	No	No
26324DE016P	1994	80ft	Yes	Electric Distribution	City of Winfield	No	No
27324AE021P	1991	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
26324DE012P	1967	85ft	Yes	Electric Distribution	City of Winfield	No	No
26324DE014P	1994	80ft	Yes	Electric Distribution	City of Winfield	No	No
27324AE014P	1967	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
26324DE017P	1994	80ft	Yes	Electric Distribution	City of Winfield	No	No
26324DE013P	1967	75ft	Yes	Electric Distribution	City of Winfield	No	No
15324BE001P	1991	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
15324CE001P	1991	70ft	Yes	Electric Distribution/CATV/Telephone	City of Winfield/Cox/SBC	Yes	Yes
22324SE001P	1991	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
34324BE001P	1967	80ft	Yes	Electric Distribution	City of Winfield	No	No
34324GE001P	1967	70ft	Yes	Electric Distribution	City of Winfield	No	No
34324JE001P	1967	75ft	Yes	Electric Distribution/Telephone	City of Winfield/SBC	Yes	No
34324KE001P	1967	70ft	Yes	Electric Distribution/Telephone	City of Winfield/SBC	Yes	No
15324BE002P	1991	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
23324EE002P	1991	60ft	Yes	Electric Distribution	City of Winfield	No	No
23324ME002P	1991	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
22324RE0 02P	1991	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
22324SE0 02P	1991	80ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
34324BE0 02P	1967	80ft	Yes	Electric Distribution	City of Winfield	No	No
34324GE0 02P	1967	70ft	Yes	Electric Distribution	City of Winfield	No	No
23324ME0 03P	1993	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
15324BE0 03P	1991	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
22324RE0 03P	1991	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
22324SE0 03P	1991	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
23324EE0 03P	1991	60ft	Yes	Electric Distribution	City of Winfield	No	No
34324BE0 03P	1967	75ft	Yes	Electric Distribution	City of Winfield	No	No
34324CE0 03P	1967	75ft	Yes	Electric Distribution	City of Winfield	No	No
34324GE0 03P	1967	70ft	Yes	Electric Distribution	City of Winfield	No	No
34324KE0 03P	1967	70ft	Yes	Electric Distribution	City of Winfield	No	No
15324BE0 04P	1991	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
22324RE0 04P	1991	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
22324SE0 04P	1991	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
23324EE0 04P	1991	60ft	Yes	Electric Distribution	City of Winfield	No	No
23324ME0 04P	1994	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
34324BE0 04P	1967	75ft	Yes	Electric Distribution	City of Winfield	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
34324KE0 04P	1967	70ft	Yes	Electric Distribution/Telephone	City of Winfield/SBC	Yes	No
34324PE0 04P	1995	80ft	Yes	Electric Distribution	City of Winfield	No	No
15324BE0 05P	1991	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
22324RE0 05P	1991	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
23324EE0 05P	1991	65ft	Yes	Electric Distribution	City of Winfield	No	No
23324ME0 05P	1993	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
34324BE0 05P	1967	75ft	Yes	Electric Distribution	City of Winfield	No	No
34324CE0 05P	1967	75ft	Yes	Electric Distribution	City of Winfield	No	No
34324KE0 05P	1977	75ft	Yes	Electric Distribution/Telephone	City of Winfield/SBC	Yes	No
34324PE0 05P	1995	80ft	Yes	Electric Distribution/Telephone	City of Winfield/SBC	Yes	No
23324ME0 07P	1991	65ft	Yes	Electric Distribution	City of Winfield	No	No
23324ME0 06P	1993	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
34324BE0 06P	2017	75ft	Yes	Electric Distribution	City of Winfield	No	No
34324KE0 06P	1980	75ft	Yes	Electric Distribution/Telephone	City of Winfield/SBC	Yes	No
34324PE0 06P	1995	80ft	Yes	Electric Distribution/Telephone	City of Winfield/SBC	Yes	No
22324JE00 7P	1991	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
34324BE0 07P	2017	75ft	Yes	Electric Distribution	City of Winfield	No	No
34324PE0 07P	1995	80ft	Yes	Electric Distribution/Telephone	City of Winfield/SBC	Yes	No
23324ME0 08P	1991	60ft	Yes	Electric Distribution	City of Winfield	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
23324DE0 18P	1991	70ft	Yes	Electric Distribution/CATV/Telephone	City of Winfield/Cox/SBC	Yes	Yes
34324TE0 18P	1988	75ft	Yes	Electric Distribution	City of Winfield	No	No
22324JE00 9P	1991	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
34324TE0 12P	1967	80ft	Yes	Electric Distribution	City of Winfield	No	No
34324TE0 13P	1967	75ft	Yes	Electric Distribution	City of Winfield	No	No
34324TE0 14P	1970	75ft	Yes	Electric Distribution	City of Winfield	No	No
34324TE0 16P	1988	75ft	Yes	Electric Distribution	City of Winfield	No	No
15324AE0 17P	1991	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
34324TE0 17P	1988	75ft	Yes	Electric Distribution	City of Winfield	No	No
15324AE0 18P	1980	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
15324AE0 19P	1991	85ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
23324DE0 19P	1991	60ft	Yes	Electric Distribution	City of Winfield	No	No
34324TE0 19P	1993	80ft	Yes	Electric Distribution	City of Winfield	No	No
15324AE0 20P	1991	85ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
23324DE0 20P	1991	60ft	Yes	Electric Distribution	City of Winfield	No	No
15324AE0 21P	1991	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
15324AE0 22P	1991	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
15324AE0 23P	1991	65ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
15324AE0	1991	65ft	Yes	Electric Distribution/CATV	City of	No	Yes

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
24P					Winfield/Cox		
26324XE0 39P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
26324XE0 40P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
26324XE0 41P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
27324BE0 65P	1967	80ft	Yes	Electric Distribution	City of Winfield	No	No
26324LE0 29P	1999	75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
26324DE0 21P		80ft	Yes	Electric Distribution	City of Winfield	No	No
34324CE0 01P	1967	75ft	Yes	Electric Distribution	City of Winfield	No	No
33324AE0 02P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
34324CE0 02P	1967	75ft	Yes	Electric Distribution	City of Winfield	No	No
34324CE0 04P	1967	75ft	Yes	Electric Distribution	City of Winfield	No	No
34324DE0 04P	1967	70ft	Yes	Electric Distribution	City of Winfield	No	No
33324AE0 06P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
34324DE0 06P	1967	70ft	Yes	Electric Distribution	City of Winfield	No	No
33324AE0 18P	1993	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324AE0 08P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
34324DE0 08P	1967	70ft	Yes	Electric Distribution	City of Winfield	No	No
34324DE0 09P	1967	70ft	Yes	Electric Distribution	City of Winfield	No	No
34324DE0 10P	1967	70ft	Yes	Electric Distribution	City of Winfield	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
33324AE0 12P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324AE0 14P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324AE0 15P	1967	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324AE0 16P	2000	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
33324AE0 17P	1993	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
22324ME0 08P	1991	65ft	Yes	Electric Distribution/Telephone	City of Winfield/SBC	Yes	No
15324CE0 07P		80ft	Yes	None	None	No	No
15324CE0 08P	1991	80ft	Yes	None	None	No	No
15324CE0 09P	1989	85ft	Yes	None	None	No	No
22324ME0 09P	1991	65ft	Yes	Electric Distribution	City of Winfield	No	No
22324LE0 53P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
22324ME0 10P	1991	65ft	Yes	Electric Distribution	City of Winfield	No	No
22324ME0 11P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
22324WE0 13P	1991	60ft	Yes	Electric Distribution	City of Winfield	No	No
22324WE0 14P	2016	60ft	Yes	Electric Distribution	City of Winfield	No	No
21324HE0 15P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
22324WE0 15P	1991	65ft	Yes	Electric Distribution	City of Winfield	No	No
21324HE0 16P	1991	80ft	Yes	Electric Distribution	City of Winfield	No	No
21324HE0 17P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
21324HE0 18P	1991	65ft	Yes	Electric Distribution	City of Winfield	No	No
22324OE0 39P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
22324OE0 40P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
22324OE0 44P	1991	65ft	Yes	Electric Distribution	City of Winfield	No	No
22324OE0 45P	1991	65ft	Yes	Electric Distribution	City of Winfield	No	No
22324LE0 48P	1991	65ft	Yes	Electric Distribution	City of Winfield	No	No
22324LE0 49P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
22324LE0 52P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
22324EE0 60P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
22324EE0 61P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
22324LE0 50P	1991	75ft	Yes	Electric Distribution	City of Winfield	No	No
22324LE0 51P	1991	75ft	Yes	Electric Distribution	City of Winfield	No	No
29324JE00 2P	1991	80ft	Yes	Electric Distribution	City of Winfield	No	No
22324OE0 43P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
23324DE0 22P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
01343ZE0 01P	2007	65ft	No	None	None	No	No
36333ZE0 01P	2007	65ft	No	None	None	No	No
01343ZE0 03P	2007	65ft	No	None	None	No	No
01343ZE0 04P	2007	65ft	No	None	None	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
01343ZE0 05P	2007	65ft	No	None	None	No	No
01343ZE0 06P	2007	65ft	No	None	None	No	No
01343ZE0 07P	2007	65ft	No	None	None	No	No
01343ZE0 08P	2007	65ft	No	None	None	No	No
01343ZE0 19P	2007	65ft	No	None	None	No	No
01343ZE0 09P	2007	65ft	No	None	None	No	No
01343ZE0 10P	2007	65ft	No	None	None	No	No
01343ZE0 11P	2007	65ft	No	None	None	No	No
01343ZE0 12P	2007	65ft	No	None	None	No	No
01343ZE0 13P	2007	65ft	No	None	None	No	No
01343ZE0 14P	2007	65ft	No	None	None	No	No
02343ZE0 14P	2007	60ft	No	None	None	No	No
01343ZE0 15P	2007	65ft	No	None	None	No	No
01343ZE0 16P	2007	65ft	No	None	None	No	No
02343ZE0 16P	2007	60ft	No	None	None	No	No
01343ZE0 17P	2007	65ft	No	None	None	No	No
02343ZE0 17P	2007	60ft	No	None	None	No	No
01343ZE0 18P	2007	65ft	No	None	None	No	No
02343ZE0 18P	2007	60ft	No	None	None	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
01343ZE0 20P	2007	65ft	No	None	None	No	No
01343ZE0 21P	2007	65ft	No	None	None	No	No
01343ZE0 22P	2007	65ft	No	None	None	No	No
01343ZE0 23P	2007	65ft	No	None	None	No	No
01343ZE0 24P	2007	65ft	No	None	None	No	No
01343ZE0 36P	2007	65ft	No	None	None	No	No
01343ZE0 37P	2007	65ft	No	None	None	No	No
01343ZE0 38P	2007	65ft	No	None	None	No	No
22324OE0 41P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
22324OE0 42P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
28324WE1 04P	1991	80ft	Yes	Electric Distribution/Telephone	City of Winfield/SBC	Yes	No
28324XE0 08P	1991	95ft	Yes	Electric Distribution	City of Winfield	No	No
28324XE0 09P	1991	75ft	Yes	Electric Distribution	City of Winfield	No	No
28324XE0 11P	1991	85ft	Yes	Electric Distribution	City of Winfield	No	No
28324XE0 15P	1997	85ft	Yes	Electric Distribution	City of Winfield	No	No
28324XE0 14P	1991	80ft	Yes	Electric Distribution	City of Winfield	No	No
28324WE1 02P	1991	65ft	Yes	Electric Distribution	City of Winfield	No	No
29324RE0 09P	1991	75ft	Yes	Electric Distribution	City of Winfield	No	No
34324DE0 07P	1967	70ft	Yes	Electric Distribution	City of Winfield	No	No

Pole Number	Birth Year	Pole Height	Pole Attachments	Attachment Type	Attachment Company	Phone Attachment	CATV Attachment
26324XE0 38P	1979	70ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
26324LE0 06P	1991	75ft	No	None	None	No	No
26324ME0 34P	1991	75ft	No	None	None	No	No
26324FE0 03P	1967	75ft	Yes	Electric Distribution	City of Winfield	No	No
26324FE0 02P	1967	75ft	Yes	Electric Distribution	City of Winfield	No	No
26324EE0 16P	1967	80ft	Yes	Electric Distribution	City of Winfield	No	No
34324KE0 02P	1967	70ft	Yes	Electric Distribution	City of Winfield	No	No
23324DE0 21P	1991	65ft	Yes	Electric Distribution	City of Winfield	No	No
22324EE0 59P	1991	70ft	Yes	Electric Distribution	City of Winfield	No	No
22324WE0 12P	1991	60ft	Yes	Electric Distribution	City of Winfield	No	No
27324AE0 28P		75ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
29324FE0 19P	1980	80ft	Yes	Electric Distribution	City of Winfield	No	No
29324FE0 20P	1980	80ft	Yes	Electric Distribution	City of Winfield	No	No
29324FE0 21P	1980	80ft	Yes	Electric Distribution	City of Winfield	No	No
27324AE0 10P	1980	80ft	Yes	Electric Distribution/CATV	City of Winfield/Cox	No	Yes
27324AE0 24P	1966	80ft	Yes	Electric Distribution	City of Winfield	No	No

Transmission Conductors

<i>Conductor Name</i>	<i>Feeder</i>	<i>Conductor Size</i>	<i>Footage</i>	<i>Mileage</i>
527.5221.2	TR12	477_ACSR	5644.97	1.07
OH3053	TR12	477_ACSR	4480.40	0.85
OH3280	TR12	477_ACSR	3887.83	0.74
OH3281	TR12	477_ACSR	1066.70	0.20
OH2980	TR12	477_ACSR	497.52	0.09
OH3164	TR12	477_ACSR	957.57	0.18
OH3166	TR12	477_ACSR	2508.08	0.48
OH3160	TR12	477_ACSR	65.88	0.01
OH3165	TR12	477_ACSR	6823.81	1.29
OH3439	TR12	477_ACSR	3034.27	0.57
OH3121	TR12	T-2	4673.16	0.89
OH5268	TR12	T-2	2174.45	0.41
OH3125	TR12	T-2	53.09	0.01
OH3139	TR12	T-2	1110.76	0.21
527.3560.2	TR12	T-2	163.23	0.03
OH3161	TR12	477_ACSR	1959.37	0.37
OH3147	TR12	477_ACSR	5163.23	0.98
OH3150	TR12	477_ACSR	5118.55	0.97
OH2963	TR12	477_ACSR	1749.87	0.33
OH3063	TR12	477_ACSR	673.96	0.13
OH3068	TR12	477_ACSR	1578.53	0.30
OH3037	TR12	477_ACSR	1354.98	0.26
OH3045	TR12	477_ACSR	4402.13	0.83
OH2597	TR12	477_ACSR	276.72	0.05
OH3036	TR12	477_ACSR	1812.76	0.34

OH3284	TR12	477_ACSR	7560.54	1.43
OH2847	TR12	477_ACSR	2016.50	0.38
OH5312	TR12	477_ACSR	883.42	0.17
OH3123	TR12	T-2	125.24	0.02
OCD5317	TR12		237.12	0.04
OH3090	TR12		220.78	0.04
OCD5221	TR12	T-2	131.92	0.02
527.3520.1	TR12	477_ACSR	15195.39	2.88
527.3521.1	TR12	477_ACSR	123.14	0.02
527.3522.1	TR12	T-2	3993.69	0.76
OH3119	TR12	T-2	1244.95	0.24
OH3119	TR12	477_ACSR	1161.42	0.22
527.3534.1	TR12	477_ACSR	292.83	0.06
527.3523.1	TR12	477_ACSR	4212.51	0.80
527.5223.1	TR12	477_ACSR	8016.08	1.52
527.3521.1	TR12	477_ACSR	87.41	0.02
527.3524.1	TR12	477_ACSR	294.83	0.06
527.3526.1	TR12	477_ACSR	296.85	0.06
527.3527.1	TR12	477_ACSR	297.25	0.06
527.3528.1	TR12	477_ACSR	295.18	0.06
527.3529.1	TR12	477_ACSR	297.37	0.06
527.3530.1	TR12	477_ACSR	299.59	0.06
527.3539.1	TR12	477_ACSR	270.42	0.05
527.3532.1	TR12	477_ACSR	271.62	0.05
527.3533.1	TR12	477_ACSR	98.27	0.02
527.3542.1	TR12	477_ACSR	290.23	0.05
527.3538.1	TR12	477_ACSR	294.11	0.06
527.3535.1	TR12	477_ACSR	296.22	0.06

527.3537.1	TR12	477_ACSR	283.74	0.05
527.3540.1	TR12	477_ACSR	262.85	0.05
527.3547.1	TR12	477_ACSR	295.60	0.06
527.3545.1	TR12	477_ACSR	287.17	0.05
527.3541.1	TR12	477_ACSR	288.79	0.05
527.3531.1	TR12	477_ACSR	294.32	0.06
527.3536.1	TR12	477_ACSR	289.19	0.05
527.3553.1	TR12	477_ACSR	291.85	0.06
527.3550.1	TR12	477_ACSR	289.29	0.05
527.3546.1	TR12	477_ACSR	302.77	0.06
527.3544.1	TR12	477_ACSR	292.34	0.06
527.3548.1	TR12	477_ACSR	291.73	0.06
527.3551.1	TR12	477_ACSR	301.39	0.06
527.3525.1	TR12	477_ACSR	234.98	0.04
527.3543.1	TR12	477_ACSR	296.40	0.06
527.3552.1	TR12	477_ACSR	291.17	0.06
527.3549.1	TR12	477_ACSR	289.82	0.05
527.3554.1	TR12	477_ACSR	293.65	0.06
527.3555.1	TR12	477_ACSR	291.32	0.06
527.3556.1	TR12	477_ACSR	293.47	0.06
527.3557.1	TR12	477_ACSR	292.18	0.06
527.3558.1	TR12	477_ACSR	292.41	0.06
508.68	TR12	T-2	34293.23	6.49
527.5222.1	TR12	477_ACSR	3.04	0.00
OH5318	TR12	477_ACSR	2666.30	0.50
OH5276	TR12	477_ACSR	484.82	0.09

Total Footage:	153830.53
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Total Miles	29.13
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Substation Assets

<u>STROTHER SUBSTATION</u>	UNIT
CONTROL BUILDING	1 EA
69 KV CIRCUIT BREAKER	2 EA
69 KV DISCONNECT SWITCHES	5 EA
69 KV METERING	1 SET
69 KV CIRCUIT SWITCHER	1 EA
69 KV SYNCHRONIZING VT	2 EA
69 KV LIGHTNING ARRESTERS	6 EA
69 KV BUS SUPPORT STEEL STRUCTURE	4 EA
69 KV DISCONNECT SUPPORT STRUCTURE	3 EA
69 KV STEEL DEADEND TOWER	2 EA
69 KV TUBULAR ALUMINUM BUS	LOT
69 KV RELAYING, CONTROL PANELS	LOT
GROUND GRID	LOT
FENCE	LOT
CONTROL CABLE TRENCH & CABLE	LOT

CONCRETE FOOTINGS & FOUNDATIONS	LOT
CRUSHED ROCK SURFACE	LOT
YARD LIGHTING	4 EA

<u>TIE SUBSTATION</u>	UNIT
CONTROL BUILDING	1 EA
69 KV CIRCUIT BREAKER	7 EA
69 KV DISCONNECT SWITCHES	12 EA
69 KV METERING	3 SETS
69 KV SYNCHRONIZING VT	2 EA
69 KV LIGHTNING ARRESTERS	15 EA
69 KV BUS SUPPORT STEEL STRUCTURE	5 EA
69 KV DISCONNECT SUPPORT STRUCTURE	12 EA
69 KV STEEL DEADEND TOWER	5 EA
69 KV TUBULAR ALUMINUM BUS	LOT
69 KV RELAYING, CONTROL PANELS	LOT
GROUND GRID	LOT

FENCE	LOT
CONTROL CABLE TRENCH & CABLE	LOT
CONCRETE FOOTINGS & FOUNDATIONS	LOT
CRUSHED ROCK SURFACE	LOT
YARD LIGHTING	6 EA

<u>WEST SUBSTATION</u>	UNIT
CONTROL BUILDING	1 EA
69 KV CIRCUIT BREAKER	2 EA
69 KV DISCONNECT SWITCHES	5 EA
69 KV METERING	1 SET
69 KV CIRCUIT SWITCHER	1 EA
69 KV SYNCHRONIZING VT	2 EA
69 KV LIGHTNING ARRESTERS	6 EA
69 KV BUS SUPPORT STEEL STRUCTURE	4 EA
69 KV DISCONNECT SUPPORT STRUCTURE	3 EA
69 KV STEEL DEADEND TOWER	2 EA

69 KV TUBULAR ALUMINUM BUS	LOT
69 KV RELAYING, CONTROL PANELS	LOT
GROUND GRID	LOT
FENCE	LOT
CONTROL CABLE TRENCH & CABLE	LOT
CONCRETE FOOTINGS & FOUNDATIONS	LOT
CRUSHED ROCK SURFACE	LOT
YARD LIGHTING	4 EA

<u>VIKING SUBSTATION</u>	UNIT
CONTROL BUILDING	1 EA
69 KV CIRCUIT BREAKER	2 EA
69 KV DISCONNECT SWITCHES	6 EA
69 KV METERING	1 SET
69 KV CIRCUIT SWITCHER	1 EA
69 KV SYNCHRONIZING VT	2 EA
69 KV LIGHTNING ARRESTERS	6 EA

69 KV BUS SUPPORT STEEL STRUCTURE	3 EA
69 KV DISCONNECT SUPPORT STRUCTURE	4 EA
69 KV STEEL DEADEND TOWER	2 EA
69 KV TUBULAR ALUMINUM BUS	LOT
69 KV RELAYING, CONTROL PANELS	LOT
GROUND GRID	LOT
FENCE	LOT
CONTROL CABLE TRENCH & CABLE	LOT
CONCRETE FOOTINGS & FOUNDATIONS	LOT
CRUSHED ROCK SURFACE	LOT
YARD LIGHTING	4 EA

<u>EAST SUBSTATION</u>	UNIT
CONTROL BUILDING	1 EA
69 KV CIRCUIT BREAKER	3 EA
69 KV DISCONNECT SWITCHES	8 EA
69 KV METERING	2 SETS

69 KV CIRCUIT SWITCHER	2 EA
69 KV SYNCHRONIZING VT	2 EA
69 KV LIGHTNING ARRESTERS	6 EA
69 KV BUS SUPPORT STEEL STRUCTURE	2 EA
69 KV DISCONNECT SUPPORT STRUCTURE	6 EA
69 KV STEEL DEADEND TOWER	2 EA
69 KV TUBULAR ALUMINUM BUS	LOT
69 KV RELAYING, CONTROL PANELS	LOT
GROUND GRID	LOT
FENCE	LOT
CONTROL CABLE TRENCH & CABLE	LOT
CONCRETE FOOTINGS & FOUNDATIONS	LOT
CRUSHED ROCK SURFACE	LOT
YARD LIGHTING	4 EA

Other Assets

STATIC WIRE, 3/8" HSS	5280 FT
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- The facilities to be constructed pursuant to the SPP Notice to Construct No. 200479, dated February 2018, for the upgrade of the 69 kV transmission line and associated equipment from Winfield's Tie Substation to Westar Energy Inc.'s Rainbow Substation.

ACCEPTANCE OF ORDINANCE NO. []

WHEREAS, the governing body of the City of Winfield, Kansas (the City), on the [] day of August, 2020, did adopt and pass an ordinance entitled:

AN ORDINANCE GRANTING GRIDLIANCE HIGH PLAINS LLC, A FRANCHISE FOR NON-EXCLUSIVE USE OF THE PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF WINFIELD, KANSAS TO PROVIDE ELECTRIC TRANSMISSION SERVICE WITHIN THE CITY

WHEREAS, said Ordinance was duly signed by the mayor of said City, and the seal of said city affixed and attested thereto by the City Clerk of said City, and

WHEREAS, said Ordinance further provided that it should be in full force and effect after is adoption and publication and its acceptance by GridLiance High Plains LLC (GridLiance).

NOW THEREFORE, in compliance with the terms of said ordinance so enacted and so approved and attested, GridLiance hereby accepts said ordinance and files this its written acceptance with the City Clerk of said City in his or her said office.

GridLiance High Plains LLC

By: _____

Its: Chief Executive Officer

STATE OF _____)
) ss:
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of August, 2020, by J. Calvin Crowder, the Chief Executive Officer of GridLiance High Plains LLC, a Delaware limited liability company.

Notary Public

My Commission Expires:

(First Published in the Cowley Courier Traveler on Friday August 21, 2020)

BILL NO. 2051

ORDINANCE NO. 4135

AN ORDINANCE GRANTING to USCOC Nebraska/Kansas, LLC, (USCOC), its successors and assigns, a Telecommunications Franchise and prescribing the terms of said grant and relating thereto.

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

This Franchise Agreement (“Agreement”) is entered into as of (“Effective Date”) by and between the City of Winfield, a municipal corporation (the “City”), and USCOC.

RECITALS

A. USCOC is authorized by the Kansas Corporation Commission (hereinafter “KCC”) to provide telecommunications service in the state of Kansas. Such telecommunications service facilities are in public rights-of-way (hereinafter “ROW”), among other locations, in the State of Kansas.

B. USCOC seeks to enter the City of Winfield’s (the “City”) ROW, and other real property of the City, to install, maintain and operate telecommunications service Facilities (the “Network”), so that USCOC and/or its customers (the “Customers”) may provide data and telecommunications services to the enterprises, residents and visitors of the City and others (the “Services”).

C. Some features of the Network include, without limitation, antenna nodes, poles, equipment cabinets, underground and above ground fiber optic cable, fiber hand holes and enclosures, fiber repeaters and related equipment, and will include other equipment as technology evolves, in a configuration and at locations to be filed and identified through the City permit process (“Facility” or “Facilities”).

D. Certain systems of USCOC’s customers which are specific parts or types of the Facilities, a Small Cell Facility as defined in K.S.A. 66-2019, may be located on streetlights, stand-alone poles, and other structures located on or within the Public ROW or City owned property as permitted under this Agreement and will be connected to underground and above ground fiber optic cable, fiber hand holes and enclosures, fiber repeaters, and related equipment.

E. USCOC desires to obtain from City as permitted by law, and City is willing to grant USCOC as required by law, the right to access the Public ROW to locate, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Facilities in a manner consistent with this Agreement.

In consideration of the Recitals set forth above, the terms and conditions of this Agreement and other valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

SECTION 1
INSTALLATION OF THE NETWORK

1.1 **Permitted Installation.** USCOC may at USCOC's sole cost and expense and during the term of this Agreement, locate, construct, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Facilities subject to the terms and conditions of this Agreement. USCOC shall undertake and perform any work authorized by this Agreement in a skillful and workmanlike manner.

1.1.1 **Installation Specifications.** The installation of the Facilities shall be made in accordance with plans and specifications as may be approved by the City and after obtaining all necessary permits for all work in the ROW and/or on City property. Such approval review shall be made no later than forty-five (45) days from application date, and under exceptional circumstances the time may be extended an additional forty-five (45) days upon agreement of the Parties. The Parties understand and agree that Facilities outside of the Public ROW may require additional easements for underground fiber to connect to Network within Public ROW. Such additional easements shall be located so as not to interfere with the City's use of its property. For each installation of Facilities, USCOC shall provide to the City plans, specifications, a construction work breakdown, and anticipated construction timeframes for the installation of Facilities no later than ninety (90) days prior to the planned start of the installation. USCOC shall, at the written request of the City, attend a planning session regarding an installation proposed by USCOC. The location, depth of the fiber underground, and any other requirements shall be approved in writing by the City prior to construction of the Facilities at that specific location, approval of which shall not be unreasonably withheld, conditioned or delayed. Approval of plans and specifications and the issuance of any permits by the city shall not release USCOC from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans, specifications and/or permits. USCOC shall be responsible for notifying the city and all other relevant parties immediately upon discovery of such omissions and/or errors and with obtaining any amendments for corrected City-approved permits as may be necessary. USCOC shall be responsible for all costs associated with the permitting process, including, but not limited to, repairs and replacement of City ROW. Such permits and approval requirements detailed in this section shall not be unreasonably withheld, conditioned or delayed by the City and any conditions or requirements shall be in accordance with federal, state, and local laws.

1.1.2 **Temporary Construction.** The installation of the Facilities shall be performed in accordance with traffic control plans for temporary construction work that are approved by the City, which approval shall not unreasonably be withheld, conditioned or delayed.

1.1.3 **Construction Schedule.** If requested by the City, at least ten (10) days prior to the installation of the Facilities, USCOC shall deliver to the City a schedule for the proposed work related to the construction of the Facilities, as well as a list of the names of all agents and contractors of USCOC's authorized by USCOC to access the City ROW and City owned property on USCOC's behalf.

1.1.4 **Coordination of Work.** USCOC shall be responsible for coordination of work to avoid any interference with existing utilities, substructures, facilities and/or operations within the City's ROW. USCOC shall be the City's point of contact and all communications shall be through USCOC. USCOC shall be solely responsible for communicating with Kansas One-Call.

1.1.5 **Inspection by City.** The City shall have commercially reasonable access to inspect any work conducted by USCOC during the installation, maintenance and/or repairs of the Facilities.

1.1.6 **Other Utility Providers.** When necessary, USCOC shall coordinate with other utility providers for other needed utility services. USCOC and the City will reasonably cooperate with the other utility providers regarding the location of any meter, pole, and other apparatuses required for each Site.

1.1.7 **Existing Utility Poles.** USCOC may attach its Facilities to an existing utility pole pursuant to a properly executed agreement with the pole owner, provided, however, that any necessary replacement of the pole in order to accommodate the attachment shall be subject to the proper exercise of the City's police powers, and in no instance shall USCOC erect a new pole within an existing aerial pole line absent the City's prior authorization.

1.2 **Compliance with Laws.** This Agreement is subject to the terms and conditions of all applicable federal, state and local Laws and the Parties shall comply with any such Laws in the exercise of their rights and performance of their obligations under this Agreement. "Laws" or "Law" as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the City or other governmental entity or agency having joint or several jurisdiction over the Parties' activities under this Agreement or having jurisdiction that is applicable to any aspect of this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement.

1.2.1 **Permits.** USCOC shall obtain any necessary encroachment permits from the City for the installation of the Network and for any other work within the City's ROW or other real property of the City, as required by the Code or State Law at K.S.A. 17-1902(N), as amended.

1.3.3 **Compliance with Permits.** All work within the City’s ROW or other real property of the City shall be performed in strict compliance with all applicable Permits and all applicable regulatory requirements.

1.3.4 **Fee Increases.** If prior to the second anniversary of the date hereof, the City increases the permitting fees described in the Sections above, and if with respect to all similarly situated franchisee license agreements executed by the City in such 2-year period the franchisee or licensee is subject to a similar fee provision, then USCOC will pay to the City the increased fees as if the increased fee schedule had been in effect as of the date hereof upon being billed therefore by the City.

1.4 **Placement of USCOC Facilities.** USCOC shall coordinate the placement of its Facilities in the Public ROW in a manner that minimizes adverse impact on public improvements, as reasonably determined by the City Engineer.

1.5 **New Streetlight Poles and Existing Streetlight Poles.** It is understood that in connection with Small Cell Facilities, USCOC may build new stand-alone poles approximating the size of the standard street light or utility poles, including ancillary equipment for connection of antennae located on new stand-alone poles to utilities and fiber optic cable, other such facilities required for the installation of the Facilities which would comply with all encroachment and building permits, applicable City, state and federal specifications, and Laws (“New Poles”), provided however, that such new pole will not be erected on a City existing sidewalk or cause damage to a City sidewalk.

1.5.1 **City Use of New Poles.** The Parties understand and agree that the City may use any New Poles for City purposes, including but not limited to streetlights and other lighting so long as such use does not interfere with USCOC’s use of its Network or Facilities. USCOC shall reasonably cooperate with the City when using the New Poles.

1.5.2 **City-Owned Lights.** Except for the installation of the lights and ancillary equipment on or in the New Poles and/or as set forth in section 1.5.3 below, USCOC shall not be responsible for maintenance, repair, or replacement of City-owned lights, light bulbs and equipment or equipment owned by third parties authorized by the City on the New Poles.

1.5.3 **Damage to New Poles.** If a new Pole falls or is damaged such that there is an imminent threat of harm to persons or property, then the City may cause the New Pole to be removed to the side of the street or a location that City believes reasonably eliminates the right of such imminent threat or harm to persons or property. USCOC shall, after written notice from the City that any New Pole has been damaged or removed, cause the New Pole to be repaired or replaced within thirty (30) days after the City’s written notice. In the case of emergency or service effecting upon written notice USCOC will repair or replace within two (2) days. The cost to repair

and/or replace any New Pole, including the replacement City streetlight, bulb and ancillary equipment shall be paid by USCOC; provided, however, that if the new Pole is damaged or destroyed by the City or a third party user that the City has given the right to use the New Pole, then the City and/or its third party user shall pay the cost to repair and/or replace the New Pole. T.

1.6 Franchise and Permit Fees. USCOC is solely responsible for the payment of all lawful franchise and permit fees in connection with USCOC's performance under this Agreement.

1.6.1 Right of Way Use Fee. In consideration of this agreement, USCOC agrees to remit to the City a right-of-way use fee of \$270 per site per year. USCOC shall pay its reoccurring annual use fees on January 1st each year.

1.6.2 Small Cell Facility Permit Fee. A one-time permit and license fee of \$1,000.00 for each DAS Facility installed within the Public Right of Way of the City shall be paid to the City by USCOC. USCOC shall pay the Small Cell Facility Permit Fee the 15th day following the month after each DAS Facility is installed within the public ROW.

1.7 Access to the Facilities.

1.7.1 USCOC Access to Facilities for Repair. USCOC will be given reasonable access to each of the Facilities in the City ROW or City owned property for the purposes of routine installation, repair, maintenance or removal of Facilities. If any such maintenance activities have the potential to result in an interruption of any City services at the Facility, USCOC shall provide the City with a minimum of three (3) days prior written notice of such maintenance activities. Such maintenance activities shall, to the extent feasible, be done with minimal impairment, interruption, or interference to City services.

1.7.2 City Observation. USCOC shall allow a representative of the City to observe any repair, maintenance or removal work performed at the Facilities.

SECTION 2 TERM AND TERMINATION

2.1 Term. This Franchise Agreement shall be effective for an initial term of ten (10) years from the effective date of this ordinance. Thereafter, this franchise will automatically renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate the franchise at least ninety (90) days prior to the termination of the then current term; provided, however, if USCOC does not request termination and is operating hereunder and is not in default of its obligations hereunder, then this franchise shall not be terminated and shall continue from year-to-year as provided herein. The additional (term(s) shall be deemed a continuation of this franchise ordinance and not as a new franchise ordinance or amendment.

2.1.1 **90 Day Remedy Period.** If the Agreement is breached by USCOC, then—the provisions of Section 8 (Default) shall govern the parties hereto.

2.2 **Termination of Use.** Notwithstanding Section 2.1 above, USCOC may terminate its use of any or all of the Network by providing the City with ninety (90) days prior written notice. In the event of any such termination, USCOC payment obligations to the City shall terminate simultaneously with the termination of use; provided USCOC removes its equipment and restores the Facilities, as set forth in Section 3, below, prior to the termination date.

SECTION 3 REMOVAL AND RELOCATION

3.1 **Removal due to Public Project.** Upon receipt of a written demand from the City pursuant to this Section 3, USCOC, at its sole cost and expense, shall remove and relocate any part of the Network, constructed, installed, used and/or maintained by USCOC under this Agreement, whenever the City reasonably determines that the removal and/or relocation of any part of the Network is needed for any of the following purposes: (a) due to any work proposed to be done by or on behalf of the City or any other governmental agency, including, but not limited to, any change of grade, alignment or width of any street, sidewalk or other public facility, installation of curbs, gutters or landscaping and installation, construction, maintenance or operation of any underground or aboveground facilities used as sewers, water mains, drains, storm drains, pipes, gas mains, poles, power lines, telephone lines, cable television lines and tracks; (b) because any part of the Network is interfering with or adversely affecting the proper operation of City-owned light poles, traffic signals, or other City facilities or operations; or (c) to protect or preserve the public health and safety. The City shall cooperate with USCOC in relocating any portion of the Network removed pursuant to this Section 3.1 in a manner that allows USCOC to continue providing service to its customers, including, but not limited to, expediting approval of any necessary permits required for the relocation of that portion of the Network relocated under this Section 3.1. No permitting or other fees may be charged by the City for a removal occurring under this Section.

3.2 **Removal Due to Termination.** No later than 160 days after termination of this Agreement pursuant to the provisions of this Agreement, USCOC shall, at its sole cost and expense, remove the Network or the terminated portion thereof and, if such removal disturbs the locations or adjacent property USCOC will restore to its original conditions, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by USCOC to the Facility or adjacent property, or as otherwise required by the City. For New Poles, USCOC shall install a new streetlight or facility as directed by City's Public Works Director, or his or her designee. Alternatively, USCOC shall abandon the

Network, or any part thereof, in place and convey it to the City if either the City or USCOC elects to do so.

3.3 **Abandonment.** In the event that USCOC ceases operations or abandons the Network, or any part thereof, it shall provide the City with written notice of its intent to do so thirty (30) days in advance. In the event USCOC ceases to operate and abandons the Network, or any part thereof, for a period of ninety (90) days or more, USCOC shall, at its sole cost and expense and within the time period specified in Section 3.2, vacate and remove the Network or the abandoned part thereof. If such removal disturbs the Facility or adjacent property, USCOC shall also, at its sole cost and expense, restore the Facility or adjacent property to its original conditions, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by USCOC to the Facility or adjacent property. Alternatively, the City may allow USCOC, in the City's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the City.

3.4 **No Relocation Compensation.** The parties understand and agree that neither the City nor USCOC are entitled to compensation for any relocation of its Network that may be required under Section 3.1 USCOC is not entitled to relocation assistance or any other compensation or benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this Agreement.

SECTION 4 MAINTENANCE AND REPAIR

4.1 **Electricity Use.** USCOC shall pay for the electricity and other utilities services it consumes in its operations at the rate charged by the servicing utility company.

4.2 **Maintenance and Repair.** USCOC shall, at USCOC's sole cost and expense, perform all maintenance and repairs reasonable needed to maintain the Network in good condition and neat and orderly appearance, and in compliance with all applicable Laws. In the event any part of the Network requires replacement because such part cannot be repaired, USCOC shall, at USCOC's sole cost and expense, replace the irreparable part of the Network. USCOC shall not cause rubbish, garbage or debris on or around its Network or the Facilities and shall not permit rubbish, garage or debris to accumulate on or around in any enclosed areas around the Facilities. If the City gives USCOC written notice of a failure by USCOC to maintain the Facilities, USCOC shall use its best efforts to remedy such failure within forty-eight (48) hours after receipt of such written notice.

4.3 **Appearance.** USCOC shall cooperate with the City on all issues of aesthetics and appearance. USCOC shall follow all legally binding City policies, state and local ordinances with

respect to aesthetics. This includes, but is not limited to, historic site and/or locations of significant importance. All locations of Small Cell Facilities must be aesthetically approved by the City Engineering Department, in a manner consistent with other approvals within these Restrictions.

4.4 **Repair of ROW.** USCOC shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by USCOC's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of the Network in the City's ROW. USCOC shall promptly repair such damage and return the City's ROW and any affected adjacent property to a safe and satisfactory condition to the City in accordance with the City's applicable street restoration standards or to the property owner if not the City. USCOC's obligations under this Section 4.4 shall survive for one (1) year past the completion of such reparation and restoration work and return of the affected part of the City's ROW by USCOC to the City.

4.5 .

SECTION 5 TAXES

5.1 **Taxes.** USCOC agrees that it will be solely responsible for the payment of any and all taxes, fees and assessments levied on its ownership, use and maintenance of the Network and this Agreement. Pursuant to Section 79-5a01 *et seq.* of the Kansas Revenue and Taxation Code, the City hereby advises, and USCOC recognizes and understands, that USCOC's use of the City's ROW, the New Poles, and/or other non-ROW city property and facilities may create a possessory interest subject to real property taxation and that USCOC may be subject to, and responsible for, the payment of real property taxes levied on such interest. USCOC will cooperate with the Cowley County Appraiser in providing any information necessary for the Appraiser to make a property tax determination. USCOC reserves the right to challenge any such assessment, and the City agrees to cooperate with USCOC in connection with any such challenge.

SECTION 6 INDEMNIFICATION

6.1 **Indemnity.** USCOC shall indemnify, defend, and hold harmless the City, its City commissioners, officers and employees, agents, and contractors, from and against liability, claims, demands, losses, damages, fines, charges, penalties administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense to the extent resulting from activities undertaken by USCOC pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the City, its commissioners, officers,

employees, agents or contractors or any third party. The City shall promptly notify USCOC of any claim, action or proceeding covered by this Section 6.1.

6.2 **Waiver of Claims.** USCOC waives all claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from any event or occurrence except for any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from the negligence or willful misconduct of the City.

6.3 **Limitation of City's Liability.** In no event shall the City be liable for indirect or consequential damages in connection with or arising from this Agreement, or the use of its Poles, and ROW or other City real property.

6.4 **Limitation of USCOC's Liability.** In no event shall USCOC be liable for indirect or consequential damages in connection with or arising from this Agreement, or its use of the Network, New Poles, and ROW or other City real property.

SECTION 7 INSURANCE

7.1 **Minimum Insurance Requirements.** USCOC shall obtain and maintain at its sole cost and expense for the duration of this Agreement insurance pursuant to the terms and conditions described in this Section.

(a) **Minimum Insurance.** USCOC shall at all times during the term of this Agreement, carry, maintain, and keep in full force and effect, insurance as follows:

(i) **General Liability:** A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 combined single-limit per-occurrence for bodily injury, personal injury, death, loss and property damage resulting from wrongful or negligent acts by USCOC. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(ii) **Automobile Liability:** A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 combine single-limit per accident for bodily injury and property damage covering any vehicle utilized by USCOC in performing the work covered by this Agreement.

(iii) **Workers' compensation and Employer's Liability:** Workers' compensation limits as required by the Labor Code, and Employer's Liability limits of \$1,000,000 per accident.

(b) (c) **Other Insurance Provisions.** The policies shall contain, or be endorsed to contain, the following provisions:

(i) **General Liability and Automobile Liability Coverage.**

(1) The City, and its elected and appointed council members, board members, commissioners, officers and officials (the “Insureds”) shall be named as additional insureds on all required insurance policies, except for Workers’ Compensation and Employer’s Liability policies.

(2) USCOC’s insurance coverage shall be primary insurance as respects the Insureds with respect to the indemnification obligations assumed by USCC under this Agreement. Any insurance or self-insurance maintained by the Insureds shall be in excess of USCOC’s insurance and shall not contribute with it.

(3) Any failure of USCOC to comply with reporting provisions of the policies shall not affect coverage provided to the Insureds.

(4) USCOC’s insurance shall contain a severability of interest provision

(ii) (iii) **All Coverages.** Coverage shall not be canceled or limits reduced below the levels set forth herein r except after thirty (30) days’ prior written notice has been given to the City. (d) **Acceptance of Insurers.** Insurance shall be placed with insurers with an A.M. Best rating of no less than A-: VII.

(e) **Verification of Coverage.** USCOC shall furnish the City with certificates of insurance required by this Section 7. The certificates for each insurance policy are to be signed by a person, either manually or electronically, authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences.

(f) **Secondary Parties.** In the event USCOC hires any subcontractors, independent contractors or agents (“Secondary Parties”) to locate, place, attach, install, operate, use, control, replace, repair or maintain the Network, USCOC shall require the Secondary Parties to obtain and maintain insurance commensurate to the work such Secondary Parties perform.

SECTION 8 DEFAULT

8.1 Default.

8.1.1 **Defined.** A “Default” shall be deemed to have occurred under this Agreement if a party fails to cure such within ninety (90) days after written notice specifying such breach,

provided that if the breach is of a nature that it cannot be cured within ninety (90) days, a default shall not have occurred so long as the breaching party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.

8.1.2 Remedies. Upon the failure of a party to timely cure any breach after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to the terms of Section 6.3 (Limitation of Liability), terminate this Agreement and pursue all remedies provided for in this Agreement and/or any remedies it may have under applicable law or principles of equity relating to such breach.

8.2 City Termination Right. In addition to the remedies set forth in Section 8.1.2, the City shall have the right to terminate this Agreement if (i) the City is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Facilities from the public right of way: or (ii) if USCOC's licenses are terminated, revoked, expired, or otherwise abandoned. Such termination rights shall be subject to USCOC's rights to just compensation, if any, for any taking of a protected property right.

8.3 No waiver. A waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matters subsequently occurring.

8.4 Interest. If USCOC fails to make any payment under this Agreement when due, such amounts shall accrue interest from the date such payment is due until paid, including accrued interest, at an annual rate of ten percent (10%) or, if lower, the highest percentage allowed by law.

SECTION 9 INTERFERENCE

9.1 Non-Interference with Non-Public Safety Communications Systems. USCOC shall operate the Network in a manner that will not cause interference with City non-public safety communications systems and to the services and facilities of other licensees or lessees of City property located at or near the Facilities that were in operation prior to the installation of the Network or that are in operation prior to any modifications USCOC may make to the Network.

9.2 Non-Interference with Public Safety Communications Systems. USCOC's Network and Facilities shall not cause interference with public safety communications systems operated by City or any other public agency, regardless of the date such systems or any Facilities cause interference with the City's use of the New Poles for their intended purpose as streetlights, traffic lights, and/or stand-alone light poles.

9.3 Correction of Interference. If such interference with the Facilities described in Sections 9.1 and 9.2 occur, USCOC shall, upon receipt of written notice thereof from City, immediately commences commercially reasonable, diligent, efforts to correct or eliminate such interference. If such interference cannot be corrected by USCOC to the reasonable satisfaction of City within the cure period set forth for in the City's notice, which notice shall not be less than

Such notice shall be deemed made when personally delivered; of mailed via first class U.S. Mail, such notice shall be deemed made three (3) calendar days after the date of deposit in the U.S. Mail, if mailed via express/overnight mail, such notice shall be deemed made two (2) calendar days after the date of deposit in a designated overnight delivery mailbox or other like facility. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10.3 Sublease/Assignment. If USCOC assigns, sublets, enters into a franchise license or concession agreement, changes ownership of the Network or voting control of USCOC, mortgage, encumber, pledge, hypothecate or other transfer (including any transfer by operation of law this Agreement or any interest therein) USCOC will provide notice of a transfer within a reasonable time.

10.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successor, assigns and transferees.

10.5 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written, relating to the subject matter hereof are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any provisions, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the party making the waiver.

10.6 Severability. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision or provisions shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.

10.7 Governing Law. This Agreement shall be interpreted and enforced according to, and the parties' rights and obligations governed by, the domestic law of the State of Kansas or applicable federal law, without regard to laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement, or otherwise directly related to this Agreement shall occur in the state courts located in Cowley County, Kansas.

10.8 Survival of Terms. All of the terms and conditions in this Agreement related to payment, removal due to termination or abandonment, indemnification, limits of City's and USCOC's liability, attorneys' fees and waiver shall survive termination of this agreement.

10.9 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

10.10 **Drafting.** The parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting party.

10.11 **Execution in Counterparts.** This Agreement may be executed in one or more identical counterparts and all such counterparts together shall constitute a single instrument for the purpose of the effectiveness of this Agreement.

10.12 **Authority to Execute This Agreement.** Each person or persons executing this Agreement on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

10.13 **No Warranty by the City.** The City makes no representations or warranties regarding the suitability, condition or fitness of the locations for the installation, maintenance or use of the New Poles or the Facilities.

10.14 **Agreement Applicable Only to the Facilities.** This Agreement shall not be construed to permit construction, installation, maintenance or use of Facilities on any property other than the Facilities.

10.15 **No Abrogation of Legal Responsibilities.** The City's execution of this Agreement shall not abrogate, in any way, USCOC's responsibility to comply with all permitting requirements or to comply with all Laws with respect to its performance of the activities permitted under this Agreement.

10.16 **Contractual Interpretation.** In the interpretation and application of its rights under this Franchise Agreement, the City will act in a reasonable, non-discriminatory, and competitively neutral manner in compliance with all applicable federal, state, and local laws and regulations.

10.17 **Effective Date of Ordinance.** This Ordinance shall be effective upon its final passage and publication as required by law.

Adopted this 17th day of August 2020.

ATTEST:

(SEAL)

City of Winfield, Kansas

By: _____
Phillip R. Jarvis , Mayor

By: _____
Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

US Cellular (USCOC)
USCOC Nebraska/Kansas, LLC

By: _____

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a an agreement by and between the City of Winfield, Kansas, and USCOC Nebraska/Kansas, LLC (“USCOC”) for joint use of poles associated with the City of Winfield’s electric distribution and transmission systems.

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 execute an agreement by and between the City of Winfield, Kansas, and USCOC Nebraska/Kansas, LLC for joint use of poles associated with the City of Winfield’s electric distribution and transmission system, a copy of which is attached hereto and made a part hereof.

Section 2. That this resolution shall be in full force and effect from and after its passage and approval.

Adopted this 17th day of August, 2020.

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

JOINT USE POLE LEASE AGREEMENT

This JOINT USE POLE LEASE AGREEMENT ("Lease") is entered into as of the ____ day of _____, _____, by and between CITY OF WINFIELD, ("CITY") and USCOC Nebraska/Kansas, LLC ("USCOC")

WHEREAS, City owns and operates certain utility poles located in Cowley County, State of Kansas, ("Utility Poles");

And

WHEREAS, USCOC desires to lease space on the Utility Poles in order to place and maintain fiber optic facilities which may be comprised of cables and wires, together with associated messenger cables, guy wires, anchors and other appurtenances, ("Facilities") on such Utility Poles, and CITY has agreed to lease, under the conditions set forth below, space on the Utility Poles for the placement of Facilities;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants provided in this Lease, the parties agree as follows:

DEFINITIONS

"Attachment" means the connection via an Attachment Point of any Equipment to a Pole including but not limited to connections from Licensee's power supplies, amplifiers, service pedestals and service drops.

"Attachment Point" means the contact point on each utility pole.

"Cable" means a communication or fiber optical conductor bound within a protective sheath.

"Emergency" means an unexpected or unforeseen event causing an outage or disturbance of existing service caused by, but not limited to, rain, wind, civil disturbances, floods, natural disasters, landslides earthquakes or unexpected equipment failure.

"Emergency" does not include voluntary design changes, increases or expansions in its facilities; but can include an outage to a customer.

"Equipment" means those cables and wires, together with associated messenger cables, guy wires, anchors, and other appurtenances, which Licensor has given Licensee prior written permission to install.

"Facilities" means cables and wires, together with associated messenger cables, guy wires, anchors and other appurtenances or equipment.

"Fiber optic cable" means a cable which contains hair-thin glass fibers which allow light beams to be bent and reflected with low levels of loss and interference. Also known as "optical wave guides."

"Guy wire" means a strand that connects pole line hardware, particularly the guy attachment hardware to the anchor.

"Rearrangement of facilities" means the physical movement of cables or equipment on a utility pole to accommodate additional equipment or cables.

"Underground facility" means a cable communications system in which the cable is located underground.

1. SCOPE OF AGREEMENT

1.1 Subject to the provisions of this lease, CITY, hereby leases to USCOC, and USCOC hereby leases from CITY, a portion of the space within communications space of Utility Poles located within the City of Winfield service territory for the placement of Facilities This Lease shall be non-exclusive and is subject to existing leases on CITY's space on the Utility Poles which are the subject of this Lease.

1.2 The number of attachments will be determined by field survey and billed on the month this contract is initiated.

1.3 No use of the Utility Poles by USCOC or payments of any rent or other charges required under this Lease shall create or vest in USCOC any easements or other ownership of property rights of any nature in the Utility Poles other than the rights granted under this Lease. Furthermore, this Lease shall not constitute an assignment of any of CITY's rights to use the public or private property upon which the Utility Poles are located.

1.4 The purpose of this Lease is to facilitate installation of USCOC's facilities, which shall only be used by USCOC to carry fiber optic traffic for the benefit of USCOC and its customers.

1.5 Prior to installation of Facilities, USCOC shall notify CITY of such intended installation and shall obtain all permits and approvals that may be required from all applicable public and private authorities for such installation.

1.6 Neither CITY's right to maintain the Utility Poles nor its right to operate its facilities in such a manner as to best enable it to fulfill its own service requirements will be in any manner limited by this Lease.

1.7 Nothing contained in this Lease shall be construed (i) to compel CITY to construct, reconstruct, retain, extend, place or maintain its Utility Poles for use by USCOC unless needed for CITY's own service requirements, or (ii) as a limitation against CITY with respect to any previous agreement by CITY or any agreement which it may in the future enter into with other parties; however, CITY agrees that CITY or such other parties shall not unreasonably interfere with USCOC's rights under this Lease.

1.8 The provisions of this Lease are subject to, and the parties shall at all times observe and comply with, National Electric Safety Code, all laws, ordinances and regulations, including

CITY's charter, and all CITY ordinances of general applicability which affect the parties' rights and obligations under this Lease.

1.9 USCOC shall not sublease or rent any portion of the spaces subject to this Lease.

2. TERM OF LEASE

2.1 This lease shall be for an initial term of five (5) years. Beginning on the Effective Date as set forth herein (the "Effective Date") and shall automatically renew for five-year periods thereafter unless it is terminated as provided in this Lease or by operation of law.

3. AUTHORITY FOR ATTACHMENT

3.1 Prior to installation of Facilities, USCOC shall notify CITY of such intended installation and provide all engineering analysis to ensure the pole is capable to handle the additional forces of the new attachment.

3.2 The City will respond within 30 days thereafter in writing approving, disapproving, or other action needed for the work to begin.

4. RELOCATION

4.1 CITY reserves the right to remove, reconstruct, alter, reconfigure or relocate any Utility Pole as CITY may elect in its sole discretion, and shall immediately notify USCOC in writing if such actions are proposed. In the event CITY elects to remove any pole that is part of this Lease Agreement without eliminating CITY's above-ground utility distribution network within the immediate vicinity of that pole, USCOC shall either (i) remove facilities and relocate them (at USCOC's sole cost and expense) to other above-ground facilities (it being understood, however, that if any third party pays all or any part of the costs of relocating the parties respective facilities, USCOC will be paid an equitable portion of such payment) or (ii) elect to terminate this Lease, with the understanding that any such termination shall not be effective until USCOC is afforded reasonable time to relocate its facilities.

4.2 If, however, CITY elects to remove the Utility Poles covered by this agreement entirely and eliminate any above-ground utility distribution network within the immediate vicinity of those poles, this Lease shall terminate after USCOC has been given reasonable time not to exceed 180 days to relocate its facilities at USCOC's sole cost and expense.

5. MAINTENANCE AND EMERGENCY

5.1 USCOC shall, at its own expense, during the term of this Lease, install and maintain in a safe condition reasonably acceptable to CITY so as not to conflict or interfere with the facilities placed by CITY or others. In connection with the foregoing, it is anticipated that each party may from time to time conduct field audits in order to update databases of pole records. The parties agree to cooperate in sharing results of such audits.

5.2 USCOC's equipment and facilities shall be compatible with City's facilities so as not to damage any facilities of City. Upon completion of work, USCOC shall remove all of its tools, unused materials, wire clippings, cable sheathing and any other similar matter. All of USCOC's cables, equipment and facilities shall be firmly secured and supported to the satisfaction of CITY. All of USCOC's cables, equipment and facilities shall be plainly identified with a firmly affixed tag.

5.3 USCOC shall require that all its work crews and work crews of any of its contractors and subcontractors: a.) are familiar with all power line rules, requirements, regulations, standards. It is understood and agreed by USCOC that there is no instance in which it is safe or proper for a worker, or a worker's equipment, to come into contact with electrical current from an energized electrical power line. Consequently, any such contact by USCOC (or USCOC's employees, agents, representatives, contractors or subcontractors, or the employees, agents, or representatives of such contractors or subcontractors) shall be deemed an unsafe act, or failure to act, under the meaning of this Lease.

5.4 CITY shall immediately notify USCOC's prior to performing whatever repair and maintenance necessary to correct any emergency situation related to the Utility Poles or USCOC's Facilities. USCOC shall immediately notify CITY of any emergency situation related to the Utility Poles or USCOC's Facilities.

5.5 In the event of an emergency:

a. CITY EMERGENCY -

- i. CITY's work shall take precedence over any operations of USCOC's on the Utility Poles;
- ii. USCOC shall as soon as practicable notify CITY of any emergency situation related to the Utility Poles or USCOC Facilities.

b. USCOC EMERGENCY -

- i. CITY shall as soon as practicable notify USCOC of any emergency situation related to the Utility Poles or USCOC's Facilities.

5.6 If any part of USCOC's Facilities are not placed and maintained in accordance with the terms and conditions of this Lease and USCOC has not corrected the violation within thirty (30) days after receipt of a written notice from CITY, then CITY may, at its option, correct the condition by notifying USCOC in writing 5 days prior to performing such work. However, in the event such conditions pose an immediate threat to the safety of CITY's employees or the public, interfere with the performance of CITY's services, or pose an immediate threat to the physical integrity of CITY's facilities, CITY may perform such work and take any action that is reasonably necessary without first giving written notice to USCOC. As soon as practicable thereafter, CITY will advise in writing of the work performed or the action taken.

5.7 CITY reserves the right to make periodic inspections of any part of USCOC____ Facilities; provided however that USCOC shall have the right to have one or more of its employees or representatives present during any such inspection. CITY shall give USCOC advance written notice of such inspections, except in those situations where, in the judgment of CITY safety considerations justify need for an inspection without the delay of providing written notice (in which event telephonic notice shall be provided instead). Making periodic inspections or the failure to do so shall not impose upon CITY any liability nor relieve USCOC of any responsibility, obligations or liability assumed under this Lease.

5.8 In the event a Utility Pole, that is part of this agreement, is required to be replaced due to damage resulting from an accident or by the forces of nature, CITY shall replace the Utility Pole immediately and transfer USCOC's attachments to the new pole as long as it is a straight attachment. CITY will notify USCOC in writing as soon as possible about any such incident.

6. RENT

6.1 The rent required to be paid by USOC shall be Seventeen Dollars and twenty-five Cents (\$17.25) per attachment per year. The pole rate calculation will be reevaluated by January 30th each year. It will be based on most recent audit and its respective actual budget expenses available.

7. RELEASE AND INDEMNITIES

7.1 USCOC hereby agrees to indemnify, defend, and hold harmless CITY (including its officers and employees) from and against any and all third party claims, demands, expenses, damages, judgments, defense costs, or liability of any kind or nature () presented against CITY arising out of USCOC's (including its employees, agents, representatives, contractors, and subcontractors) negligence or willful misconduct or material breach of any provision of this Lease, , excluding only such liability actions as have been determined, by a court of competent jurisdiction, to have arisen out of the negligence of CITY.

City hereby agrees to indemnify, defend, and hold harmless USCOC (including its officers and employees) from and against any and all third party claims, demands, expenses, damages, judgments, defense costs, or liability of any kind or nature presented against USCOC arising out of City's (including its employees, agents, representatives, contractors, and subcontractors) negligence or willful misconduct or material breach of any provision of this Lease excluding only such liability actions as have been determined, by a court of competent jurisdiction, to have arisen out of the negligence of USCOC.

7.2 The indemnification obligations in Section 6.1 shall survive the termination of this Lease for a period of one (1) year.

7.3 USCOC hereby releases CITY from any liability for damage, including without limitation all consequential damages of any kind or nature, to any of USCOC's property associated with this Lease, except to the extent arising out of the negligence of CITY.

City hereby releases USCOC from any liability for damage, including without limitation all consequential damages of any kind or nature, to any of City's property associated with this Lease, except to the extent arising out of the negligence of USCOC.

8. TERMINATION

8.1 USCOC shall have the right to terminate this Lease at any time during the Lease term provided that **USCOC** provides written notice of such termination to CITY at least thirty (30) days prior to the intended effective date of such termination. USCOC shall remove all USCOC FACILITIES within thirty (30) days from the effective date of termination. In the event USCOC fails to remove USCOC Facilities within thirty (30) days from the effective date of termination, CITY shall have the right to remove said USCOC Facilities and recover all costs associated with such removal from USCOC *and/or* its successor.

8.2 Notwithstanding the provisions of Section 7.1 hereof, if at any time USCOC fails or refuses to perform any of the covenants or conditions contained in this Lease, and such failure or refusal shall continue for thirty (30) days after receipt of written notice by USCOC from CITY, then CITY, at its election and upon ten (10) days' additional advance written notice to USCOC, may terminate this Lease. Notwithstanding the foregoing sentence, if USCOC effort to cure begins within thirty (30) days, and USCOC diligently pursues such cure to completion and if, despite such diligent efforts, USCOC_ is unable to cure within thirty (30) days, then USCOC right to cure shall be extended beyond thirty (30) days for as long as USCOC diligently proceeds to do so. Notwithstanding the provisions of Section 7.1 hereof, if at any time City fails or refuses to perform any of the covenants or conditions contained in this Lease, and such failure or refusal shall continue for thirty (30) days after receipt of written notice by City_ from USCOC then USCOC, at its election and upon ten (10) days' additional advance written notice to City, may terminate this Lease. Notwithstanding the foregoing sentence, if City effort to cure begins within thirty (30) days, and City diligently pursues such cure to completion and if, despite such diligent efforts, City is unable to cure within thirty (30) days, then City's right to cure shall be extended beyond thirty (30) days for as long as City diligently proceeds to do so.

8.3 Upon expiration or termination of this Lease for any reason, USCOC shall remove USCOC's Facilities within thirty (30) days. In the event USCOC fails to remove USCOC Facilities within such thirty (30) day period, they shall be deemed abandoned and CITY, at its sole discretion and without liability, may remove them.

8.4 Termination or expiration of this Lease shall not affect liabilities and obligations incurred either party prior to the effective date of such termination or expiration.

9. ASSIGNMENT

9.1 With respect to USCOC facilities, USCOC shall not assign or otherwise convey any of its rights, obligations or interests under this Lease in and to such cables, without the prior written consent of CITY, which consent shall not be unreasonably withheld or delayed; provided however, that, without such consent, USCOC may assign all of its rights, obligations and

interests to any parent or majority-owned subsidiary of USCOC, or any successor entity of USCOC whether by merger, by consolidation or by sale of all of the assets of USCOC or otherwise) provided such assignee assumes all of the obligations of USCOC under this Lease.

10. NOTICES

10.1 Any notice required by this Lease shall be made by first class mail delivered to the following address:

CITY:

City of Winfield
200 East 9th Avenue
Winfield, KS 67156
ATTN: Electric Distribution Department
Telephone: (620) 221-5600

USCOC Nebraska/Kansas, LLC
Attention: Real Estate Lease Administration
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Phone: 1-866-573-4544

If either party changes its address during the term of this Lease, it shall so advise the other party in writing, and all subsequent notices shall be sent to the new address.

11. DISPUTES

11.1 If any dispute or claim arises out of the interpretation, performance, or breach of this Lease, the parties agree that upon the written demand of either party, they will confer within thirty (30) days of such demand to attempt in good faith to resolve the dispute. .

11.2 With the exception of actions for injunctive relief or which must be filed to preserve a Party's rights, the parties agree to conduct the meeting described above before either party may commence legal action concerning disputes or claims arising out of this Lease.

12. ATTORNEY FEES

12.1 If, in compliance with the terms of Section 10, either party commences an action against the other in a court of law based on the covenants or conditions contained in this Lease or arising out of the subject matter of this Lease, then the prevailing party shall be entitled to recover, as a part of the court's judgment, its reasonable attorneys' fees, legal expenses and costs incurred by reason of the lawsuit.

13. GENERAL PROVISIONS

13.1 LIENS AND ENCUMBRANCES: USCOC shall not create or allow to be created any lien or encumbrance, including, without limitation, tax liens, mechanic liens, or other liens or encumbrance with respect to work performed or equipment furnished, in connection with the installation, repair, maintenance or operation of USCOC Facilities.

13.2 GOVERNING LAW: This lease shall be governed by and construed in accordance with the laws of the State of Kansas. Any action concerning or arising out of this Lease shall be filed in a state or federal court in the State of Kansas located nearest Cowley County, State of Kansas..

13.3 SEVERABILITY: In the event that anyone or more of the clauses, covenants or provisions contained in this Lease should be held to be unenforceable under any Federal, State or City law, statute, code, administrative or regulatory rule, such invalidity or unenforceability shall not affect the remainder of this Lease, which shall remain in full force and effect.

13.4 BINDING EFFECT: This Lease shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

13.5 WAIVER: The waiver by CITY of any breach of any term, covenant or condition in this Lease shall not be deemed to be waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition in this Lease. The waiver by USCOC of any breach of any term, covenant or condition in this Lease shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition in this Lease.

13.6 EFFECTIVE DATE: The effective date of this Lease shall be the latest date of execution hereinafter set forth opposite the names of the signatories hereto. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

CITY OF WINFIELD

By _____
Taggart Wall, City Manager

Date: _____

USCOC Nebraska/Kansas, LLC

By _____
(Names and Title)

Date: _____

A RESOLUTION

REQUESTING the board of County Commissioners of Cowley County make a finding to determine that the annexation of land will not hinder or prevent the proper growth and development of the area or that of another incorporated city located in the County.

WHEREAS, the City of Winfield recently purchased approx. 87 acres of land to the south of the City for future transportation, economic development and preservation purposes and, requiring annexation, plans to finance the purchase through municipal bonds; and

WHEREAS, K.S.A. 12-520c sets forth the process for the annexation of land not adjoining the city; and

WHEREAS, the land is located within the same county as the city; and

WHEREAS, the City of Winfield has petitioned the City of Winfield for annexation of the property.

WHEREAS, the above referenced statute sets forth that the board of county commissioners, by a 2/3 majority, find and determine that the annexation of the land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city within the county.

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 deems it advisable to annex land under the provisions K.S.A. 12-520c and hereby requests the board of county commissioners of the county to make a finding as required under subsection (a)(3) of the following property:

North Half of the Northwest Quarter and Southwest Quarter of the Northwest Quarter, all in Section 8, Township 33 South, Range 4 East of the 6th P.M., EXCEPT tract deeded to State of Kansas for limited access highway purposes by deed recorded in Book 265, at Page 331 in the office of the Register of Deeds, Cowley County, Kansas.

Section 2. The city clerk shall file a certified copy of the resolution with the board of county commissioners who shall, within 30 days following the receipt of the resolution, make findings and notify the governing body of the city of the board's decision.

Section 3. Any owner or city aggrieved by the decision of the board of county commissioners may appeal from the decision of such board to the district court of the county in the manner and method set forth in K.S.A. 19-223, and amendments thereto.

Section 4. This resolution shall be in full force and effect from and after its adoption.

ADOPTED this 17th day of August, 2020.

(SEAL)

Philip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

A RESOLUTION

AUTHORIZING and directing the City Manager of the City of Winfield, Kansas to execute a Farm Lease Agreement between the City of Winfield, Cowley County, Kansas and Charles Pilkington for property located at Highway 77 and Country Club Road (71st Road).

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

Section 1. The City Manager of the City of Winfield, Kansas, is hereby authorized and directed to execute a Farm Lease Agreement between the City of Winfield, Cowley County, Kansas and Charles Pilkington for property located at Highway 77 and Country Club Road (71st Road) for agriculture use; 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 17th day of August 2020.

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

FARM LEASE

THIS LEASE made and entered into this _____ day of August, 2020, by and between the City of Winfield, Cowley County, Kansas, hereinafter referred to as “Owner”; and Charles Pilkington, a resident of Cowley County, Kansas, hereinafter referred to as “Tenant”.

WITNESSETH:

Owner hereby leases to Tenant all of the tillable ground located on the following described real estate, to-wit:

North Half of the Northwest Quarter and Southwest Quarter of the Northwest Quarter, all in Section 8, Township 33 South, Range 4 East of the 6th P.M., EXCEPT tract deeded to State of Kansas for limited access highway purposes by deed recorded in Book 265, at Page 331 in the office of the Register of Deeds, Cowley County, Kansas.

This Lease shall commence on August _____, 2020 and shall terminate March 1, 2021 unless extended in writing by the parties hereto subject to the right of Tenant to harvest any fall seeded grain crop prepared in conformity with normal practices in this area in which case Tenant shall relinquish possession of the ground planted to a fall seeded crop on the day following the last day of harvesting the grain in 2021 or August 1, 2021, whichever date occurs first.

Tenant shall be entitled to possession of the premises upon the execution of this Lease and shall relinquish possession of the premises upon the termination of the same.

In consideration for the leasing of this property, it is agreed that Owner shall receive one-third of all crops planted and harvested by Tenant, and Tenant shall receive two-thirds of all crops planted and harvested by him. Tenant will give timely notice to Owner of the harvesting of any crop in which Owner has an interest and make written report of its condition when the same is asked for by Owner, and to furnish Owner with a statement with the number of bushels in said crop. Unless otherwise directed by Owner, all crops grown and harvested by Tenant shall be delivered to Valley Co-op at Hackney, Kansas, with Owner’s share to be listed in the name of the Owner.

Owner shall be responsible for payment of one-third of all chemicals and fertilizer applied by Tenant and Tenant shall pay for two-thirds of all chemicals and fertilizer so applied. If requested by Owner, Tenant shall furnish Owner with reasonable information showing the date of application of any chemicals or fertilizer, the manner of application and the amount so applied and the reason for application. Copies of all invoices for chemicals or fertilizer if requested by Owner shall be furnished by Tenant.

Tenant shall furnish all seed which is planted to any crops under this Lease at the expense of the Tenant.

Tenant shall mow or hay the existing waterways at least once during the term of this Lease.

Owner shall at reasonable times have the right to inspect the premises and crops, to make

repairs, and to show the premises to prospective purchasers.

Tenant shall maintain the premises so as to present a neat, clean and well-kept appearance. Tenant shall not employ any labor or incur any expenses for materials which would be a charge against the premises without the written consent of the Owner.

Tenant shall allow no waste upon the premises to occur as a result of his farming thereof and shall destroy and keep down noxious weeds and plant growths and will not break new ground without the consent of Owner.

Tenant shall not lease or sublease any interest hereunder to any third party without the express written consent of Owner.

Tenant shall at all times maintain the ground in a manner that is consistent with acceptable no-till farming practices in Cowley County, Kansas. Any persons employed by Tenant to assist him in the tillage and farming of this ground shall be the responsibility of Tenant and such persons will not be considered employees or agents of Owner.

Upon termination of this Lease or any extension thereof, Tenant agrees to deliver possession of the land to Owner as soon as the crops are harvested and removed, and no act of either party hereto shall be construed as an extension of this Lease unless the same is reduced to writing and signed by both parties.

Owner shall be entitled to one-third of all government crop payments and Tenant shall be entitled to two-thirds. In the event Owner does not qualify for any government crop payments by virtue of Owner being a governmental entity, then Tenant shall be entitled to the entire amount of any government crop payments.

This Lease is subject and subordinate to all easements, and oil, gas and mineral leases now affecting the demised premises, and shall be subject and subordinate to any easements in any oil, gas and mineral leases affecting the demised premises hereafter executed by Owner. The right to grant permission to drill seismograph holes or to make geophysical or geological exploration is exclusively reserved to Owner.

In the event any exploration for oil or gas is performed on any part of the lands leased hereunder during the term of this Lease and the same results in damages to growing crops, then that portion of the damages attributable to the loss of such growing crops shall be divided one-third to Owner and two-thirds to Tenant.

In the event any growing crops are destroyed as a result of the actions of Owner or any Assignee of Owner to any portion of the real estate, Tenant shall be compensated for his share of the lost crops based upon the average per acre yield of the remaining portion of the crops at the time of harvest multiplied times the local market price at the time such harvest is completed.

Tenant is hereby prohibited from occupying or using the premises or permitting them to be occupied or used contrary to law.

This Lease shall be binding upon the parties hereto, their heirs, devisees, legatees, executors,

administrators, trustees, successors or assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

OWNER

City of Winfield, Kansas

Ronald Hutto, Mayor

ATTEST

Brenda Peters, City Clerk

TENANT

Charles Pilkington

A RESOLUTION

AUTHORIZING the granting and 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 the East half of Section 33, Township 32 South, Range 4 East of the 6th Principal Meridian, Cowley County, Kansas. (City of Winfield)

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,

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 grant a certain permanent easement 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:

Commencing at the Northwest corner of the Northeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., City of Winfield, Kansas, thence on an assumed bearing of South 01 deg. 31 min. 47 sec. East, 1971.28 feet along the West line of said Quarter Section; thence North 88 deg. 46 min. 55 sec. East, 753.24 feet along the South right-of-way of Highway K-360 to the point of beginning; thence continuing along said South right-of-way on a curve to the right, having a radius of 2091.83 feet, an arch distance of 800.37 feet, with a chord which bears South 80 deg. 15 min. 25 sec. East, 795.49 feet; thence South 69 deg. 17 min. 45 sec. East, 122.70 feet, more or less, to the East line of Bliss Street projected south, thence South 02 deg. 05 min 48 sec. East to the South line of the said Northeast Quarter, thence East on the South line of the Northeast Quarter to a point 52 rods West of the East line of said Section 33, Township 32 South, Range 4 East of the 6th P.M., thence South, parallel to the east line of said Section 33 to the center of the Walnut River; thence Northwesterly up and following the center of said Walnut River to its intersection with the East right-of-way of US Highway 77; thence Northerly along the meanderings of said right-of-way to its intersection with the South right-of-way of Highway K-360; thence East along said right-of-way to the point of beginning.

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 17th day of August 2020.

(SEAL)

Phillip R Jarvis, Mayor

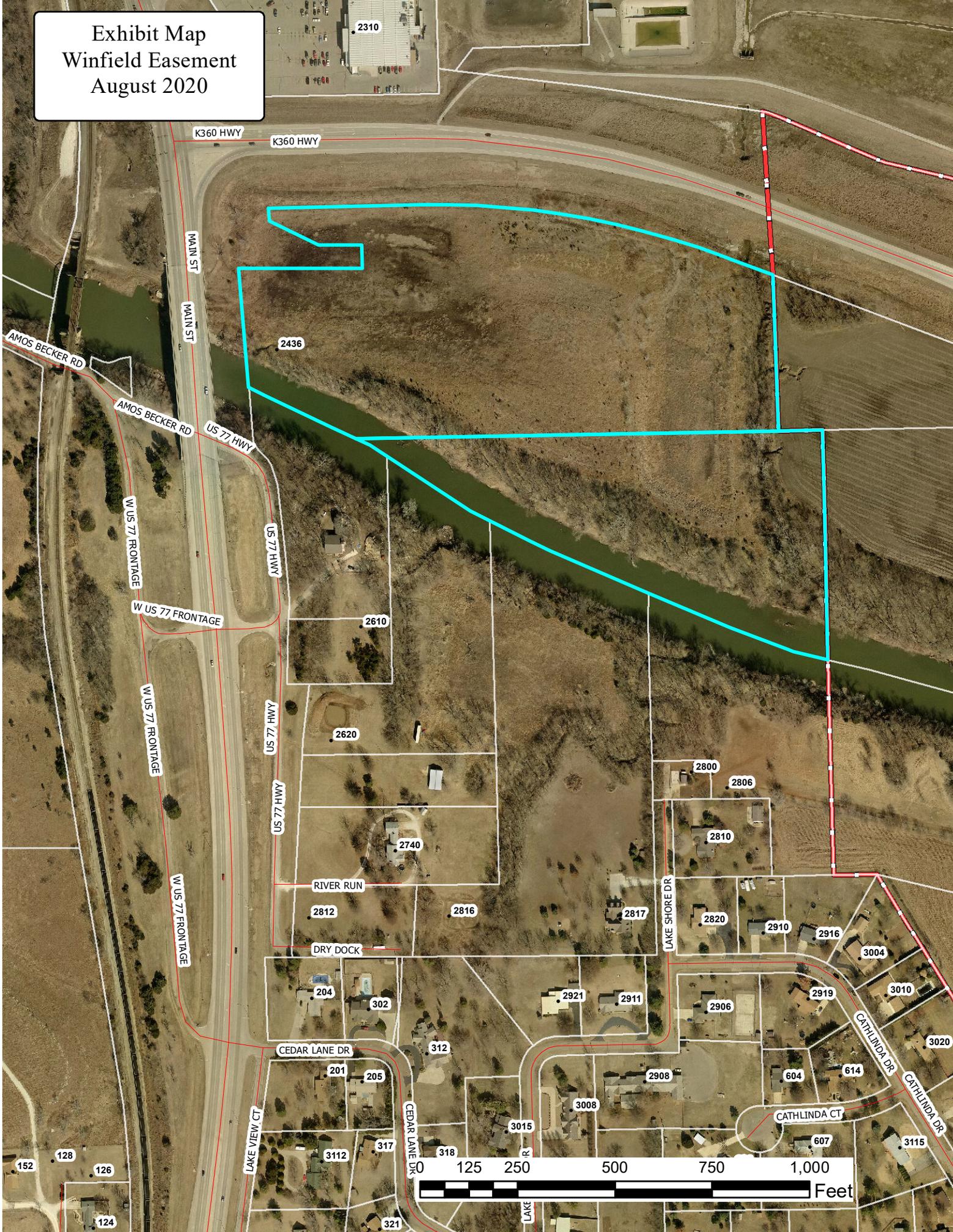
ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

Exhibit Map
Winfield Easement
August 2020



PERMANENT EASEMENT

We, the City of Winfield, 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, 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 the East half of Section 33, Township 32 South, Range 4 East of the 6th Principal Meridian, Cowley County, Kansas, described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., City of Winfield, Kansas, thence on an assumed bearing of South 01 deg. 31 min. 47 sec. East, 1971.28 feet along the West line of said Quarter Section; thence North 88 deg. 46 min. 55 sec. East, 753.24 feet along the South right-of-way of Highway K-360 to the point of beginning; thence continuing along said South right-of-way on a curve to the right, having a radius of 2091.83 feet, an arch distance of 800.37 feet, with a chord which bears South 80 deg. 15 min. 25 sec. East, 795.49 feet; thence South 69 deg. 17 min. 45 sec. East, 122.70 feet, more or less, to the East line of Bliss Street projected south, thence South 02 deg. 05 min 48 sec. East to the South line of the said Northeast Quarter, thence East on the South line of the Northeast Quarter to a point 52 rods West of the East line of said Section Section 33, Township 32 South, Range 4 East of the 6th P.M., thence South, parallel to the east line of said Section 33 to the center of the Walnut River; thence Northwesterly up and following the center of said Walnut River to its intersection with the East right-of-way of US Highway 77; thence Northerly along the meanderings of said right-of-way to its intersection with the South right-of-way of Highway K-360; thence East along said right-of-way to the point of beginning.

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 _____, 2020.

Phillip R Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

A RESOLUTION

AUTHORIZING the granting and 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 the East half of Section 33, Township 32 South, Range 4 East of the 6th Principal Meridian, Cowley County, Kansas. (McNown)

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,

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 grant a certain permanent easement 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:

Commencing at the Northwest corner of the Northeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., City of Winfield, Kansas, thence on an assumed bearing of South 01 deg. 31 min. 47 sec. East, 1971.28 feet along the West line of said Quarter Section; thence North 88 deg. 46 min. 55 sec. East, 753.24 feet along the South right-of-way of Highway K-360 to the point of beginning; thence continuing along said South right-of-way on a curve to the right, having a radius of 2091.83 feet, an arch distance of 800.37 feet, with a chord which bears South 80 deg. 15 min. 25 sec. East, 795.49 feet; thence South 69 deg. 17 min. 45 sec. East, 122.70 feet, more or less, to the East line of Bliss Street projected south, thence South 02 deg. 05 min 48 sec. East to the South line of the said Northeast Quarter, thence East on the South line of the Northeast Quarter to a point 52 rods West of the East line of said Section 33, Township 32 South, Range 4 East of the 6th P.M., thence South, parallel to the east line of said Section 33 to the center of the Walnut River; thence Northwesterly up and following the center of said Walnut River to its intersection with the East right-of-way of US Highway 77; thence Northerly along the meanderings of said right-of-way to its intersection with the South right-of-way of Highway K-360; thence East along said right-of-way to the point of beginning.

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 17th day of August 2020.

(SEAL)

Phillip R Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

PERMANENT EASEMENT

I, Scott McNown and Andrea McNown, 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 80 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 East half of Section 33, Township 32 South, Range 4 East of the 6th Principal Meridian, Cowley County, Kansas, described as follows:

Beginning at the Northeast corner of the Southeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., thence South 1 degree 41 minutes 52 seconds East, along the East line of said Quarter section a distance of 776.95 feet to the centerline of the Walnut River; thence North 77 degrees 39 minutes 42 seconds West along said centerline a distance of 82.46 feet; thence North 1 degree 41 minutes 52 seconds West a distance of 814.06 feet to the South Right-of-Way line of Highway K360; thence South 69 degrees 17 minutes 10 seconds East along said Right-of-Way line a distance of 86.63 feet to the East line of the Northeast Quarter; thence South 1 degree 29 minutes 14 seconds East along said East line a distance of 24.08 feet to the point of beginning. Said parcel contains 1.48 acres, more or less and is subject to easement, reservations and restrictions of record.

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 _____, 2020.

Scott McNown, Owner

Andrea McNown, Owner

STATE OF KANSAS
COWLEY COUNTY, SS.

On this _____ day of _____, 2020, before me a notary public in and for said county and state, personally appeared _____ and _____ and _____ 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:

Accepted and authorized for filing in the Office of Register of Deeds, Cowley County, Kansas, this _____ day of _____ 2020, by Resolution No. _____ of the Governing Body of the City of Winfield, Kansas.

Phillip R Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

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 as described as the East 70 feet of the South 1280.35 feet of the Southeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., less existing county road right-of-way.

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 Scott McNown and Andrea McNown, 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:

The East 70 feet of the South 1280.35 feet of the Southeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., less existing county road right-of-way.

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 3rd day of August 2020.

(SEAL)

Phillip R Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

PERMANENT EASEMENT

I, Scott McNown and Andrea McNown, 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 50 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 the East half of Section 33, Township 32 South, Range 4 East of the 6th Principal Meridian, Cowley County, Kansas, described as follows:

The East 70 feet of the South 1280.35 feet of the Southeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., less existing county road right-of-way.

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 _____, 2020.

Scott McNown, Owner

Andrea McNown, Owner

STATE OF KANSAS
COWLEY COUNTY, SS.

On this _____ day of _____, 2020, before me a notary public in and for said county and state, personally appeared _____ and _____ and _____ 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:

Accepted and authorized for filing in the Office of Register of Deeds, Cowley County, Kansas, this _____ day of _____ 2020, by Resolution No. _____ of the Governing Body of the City of Winfield, Kansas.

Phillip R Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

BILL NO. 2058

RESOLUTION NO. 4520

A RESOLUTION

AUTHORIZING the Mayor and City Clerk of the City of Winfield, Kansas, to execute a Quit Claim Deed between the City of Winfield, Kansas, and Scott McNown and Andrea McNown regarding the transfer of real property as listed in Section 1. of this resolution.

WHEREAS, the City of Winfield in partnership with GridLiance High Plains, LLC desire to perform an upgrade to the electric transmission system structure as part of a multi-phase project; and,

WHEREAS, the City of Winfield has agreed to transfer the property described below to Scott McNown and Andrea McNown in exchange for certain easements provided by Scott McNown and Andrea McNown; and,

WHEREAS, the transfer of said property along with execution of certain easements and any related documents will allow for the most efficient and cost effective upgrade for the current phase to the City's electric transmission system;

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 transfer a Kansas Quit Claim Deed from the City of Winfield, Cowley County, Kansas to Scott McNown and Andrea McNown for the real estate described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., City of Winfield, Kansas, thence on an assumed bearing of South 01 deg. 31 min. 47 sec. East, 1971.28 feet along the West line of said Quarter Section; thence North 88 deg. 46 min. 55 sec. East, 753.24 feet along the South right-of-way of Highway K-360 to the point of beginning; thence continuing along said South right-of-way on a curve to the right, having a radius of 2091.83 feet, an arch distance of 800.37 feet, with a chord which bears South 80 deg. 15 min. 25 sec. East, 795.49 feet; thence South 69 deg. 17 min. 45 sec. East, 122.70 feet, more or less, to the East line of Bliss Street projected south, thence South 02 deg. 05 min 48 sec. East to the South line of the said Northeast Quarter, thence East on the South line of the Northeast Quarter to a point 52 rods West of the East line of said Section 33, Township 32 South, Range 4 East of

the 6th P.M., thence South, parallel to the east line of said Section 33 to the center of the Walnut River; thence Northwesterly up and following the center of said Walnut River to its intersection with the East right-of-way of US Highway 77; thence Northerly along the meanderings of said right-of-way to its intersection with the South right-of-way of Highway K-360; thence East along said right-of-way to the point of beginning.

A copy of which is attached hereto and made a part hereof.

Section 2. The Clerk of the City of Winfield, Kansas shall record said deed 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 17th day of August 2020.

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager/ps

KANSAS QUITCLAIM DEED

On this 17th day of August 2020,

The City of Winfield, Kansas, a Municipal Corporation

“Grantor” QUITCLAIM(S) to

Scott McNown and Andrea McNown,

“Grantee” all of its interest in and to the following-described real estate located in Cowley County, Kansas,

to-wit:

Commencing at the Northwest corner of the Northeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., City of Winfield, Kansas, thence on an assumed bearing of South 01 deg. 31 min. 47 sec. East, 1971.28 feet along the West line of said Quarter Section; thence North 88 deg. 46 min. 55 sec. East, 753.24 feet along the South right-of-way of Highway K-360 to the point of beginning; thence continuing along said South right-of-way on a curve to the right, having a radius of 2091.83 feet, an arch distance of 800.37 feet, with a chord which bears South 80 deg. 15 min. 25 sec. East, 795.49 feet; thence South 69 deg. 17 min. 45 sec. East, 122.70 feet, more or less, to the East line of Bliss Street projected south, thence South 02 deg. 05 min 48 sec. East to the South line of the said Northeast Quarter, thence East on the South line of the Northeast Quarter to a point 52 rods West of the East line of said Section Section 33, Township 32 South, Range 4 East of the 6th P.M., thence South, parallel to the east line of said Section 33 to the center of the Walnut River; thence Northwesterly up and following the center of said Walnut River to its intersection with the East right-of-way of US Highway 77; thence Northerly along the meanderings of said right-of-way to its intersection with the South right-of-way of Highway K-360; thence East along said right-of-way to the point of beginning.

For the sum of: \$1.00

SUBJECT TO: Easements and restrictions of record.

By _____
Phillip R. Jarvis, Mayor, City of Winfield, Cowley County, Kansas
Brenda Peters, City Clerk

STATE OF KANSAS)
) SS.
COUNTY OF COWLEY)

Reserved for Register of Deeds

BE IT REMEMBERED that on this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the county and State aforesaid came Phillip R. Jarvis, Mayor of the City of Winfield, Kansas, who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said Grantors, and such person duly acknowledged the execution of the same to be the act and deed of the City of Winfield, Kansas.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal the day and year last above mentioned.

_____, Notary Public
Printed name:

My appointment expires: _____