

**CITY COMMISSION MEETING  
Winfield, Kansas**

DATE: Monday, July 16, 2018  
TIME: 5:30 p.m.  
PLACE: City Commission – Community Council Room – First Floor – City Building

**AGENDA**

CALL TO ORDER .....Mayor Gregory N. Thompson  
ROLL CALL.....City Clerk, Brenda Peters  
MINUTES OF PRECEDING MEETING.....Monday, July 02, 2018  
Thursday, July 12, 2018

**BUSINESS FROM THE FLOOR**

– Citizens to be heard

**NEW BUSINESS**

Ordinances & Resolutions

**Bill No. 1869 – 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, Special Liability Expense Fund, Industrial Development Fund, General Bond and Interest Fund and Library Fund.

**Bill No. 1870 – An Ordinance** – Adopting an annual budget of the City of Winfield, Kansas, for the year ending December 31, 2019, and providing for expenditures not to exceed amounts stated herein.

**Bill No. 1871– An Ordinance** – Amending Chapter 74 of the Code of Ordinances of the City of Winfield, Kansas, relating to the Standard Traffic Ordinance and General Provisions, by the amendment of Sections 74-81 and 74-82.

**Bill No. 1872 – An Ordinance** – Amending Chapter 58, of the Code of Ordinances of the City of Winfield, Kansas, relating to the Uniform Public Offense Code, for Kansas Cities, 2018 Edition, by the amendment of Section 58-1.

**Bill No. 1873 – A Resolution** – Extending the Non-Disclosure Agreement with Gridliance High Plains, LLC originally authorized by Bill No. 1638.

**Bill No. 1874 – A Resolution** – Authorizing and directing the City Manager to enter into an agreement with the Southwest Power Pool, Inc., GridLiance High Plains, LLC and the Kansas Power Pool for a Notification to Construct in order to upgrade a portion of Winfield’s Transmission assets.

**Bill No. 1875 – A Resolution** – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project No. 18-TI847 for asphalt street improvements between the City of Winfield, Kansas and APAC-Kansas, Inc. Shears Division, Wichita, Kansas.

**OTHER BUSINESS**

– Consider appointment to Juvenile Corrections Advisory Board  
– Executive Session to discuss non-elected personnel

**ADJOURNMENT**

– Next Commission work session 4:00 p.m. Thursday, August 02, 2018.  
– NO REGULAR COMMISSION MEETING ON MONDAY AUGUST 6, 2018  
– Commission work session 4:00 p.m. Thursday August 16, 2018  
– Next regular meeting 5:30 p.m. Monday, August 20, 2018.

**CITY COMMISSION MEETING MINUTES**  
**Winfield, Kansas**  
**July 2, 2018**

The Board of City Commissioners met in regular session, Monday, July 02, 2018 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Ronald E. Hutto and Phillip R. Jarvis were also present. Also in attendance were Jeremy Willmoth, City Manager; Brenda Peters, City Clerk and William E. Muret, City Attorney. Other staff members present were Gary Mangus, Assistant to the City Manager; Gus Collins, Director of Utilities; Patrick Steward, Director of Community Development; and Dan Defore, Water Superintendent.

City Clerk Peters called Roll.

Commissioner Jarvis moved that the minutes of the June 18, 2018 meeting be approved as presented. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

**PUBLIC HEARING**

Mayor Thompson opened a public hearing to consider public comments on the proposed 2019 Annual Budget for the City of Winfield. With no one present to comment, Mayor Thompson closed the public hearing.

**BUSINESS FROM THE FLOOR**

-Rachel Skov stating her address as rural Cowley County and Lori Aikins residing at 1402 E 10<sup>th</sup> Avenue were present to speak about the City's termination of Police Officer Sean Skov.

**NEW BUSINESS**

**Bill No. 1859 – An Ordinance** – Amending the Code of Ordinances of the City of Winfield, Kansas by the repeal of Chapter 34, Section 34-78. (q), charges for collection of solid waste, and the adoption in lieu thereof, a new Section 34-78 (q). Director of Public Improvements Steward explains that this ordinance considers amending a section of the Municipal Code to alter the fees charged for four-yard refuse containers that are rented out for use by the public. Steward explains that currently the code has three different rates for use of the dumpsters depending upon whether use is commercial, residential, or for yard waste. The proposed ordinance would eliminate the yard waste option for \$35.00. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 1859 was adopted and numbered Ordinance No. 4092.

**Bill No. 1860 – A Resolution** – Authorizing and directing the Mayor of the City of Winfield, Kansas, to execute a Request to Exchange Federal Funds, between the City and the Secretary of the Kansas Department of Transportation, relating to making state funds available to the City in exchange for the City's allotment of federal funds. Director of Public Improvements Steward explains that this resolution considers requesting Federal Funds Exchange dollars. The State of Kansas offers an exchange rate of .75 cents on the dollar for funds allocated to the City of Winfield. This action is the formal request for those funds. Federal funds to be exchanged are \$145,533.69. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1860 was adopted and numbered Resolution No. 4918.

**Bill No. 1861 – A Resolution** –Determining the existence of certain nuisances in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. (1427 E 1<sup>st</sup> Ave) Director of Public Improvements Steward explains that Bill No. 1861, 1862, 1863, and 1864 all consider the determining of nuisances at the properties listed. Steward explains that all of the four properties are either vacant or owners have not responded to the notices that have been sent. Steward further explains that the next step in the process to address the nuisances is for the Commission to formally allow additional action to be taken by City staff. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 1861 was adopted and numbered Resolution No. 5018.

**Bill No. 1862 – A Resolution** – Determining the existence of certain nuisances in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. (515 E 3<sup>rd</sup> Ave) Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1862 was adopted and numbered Resolution No. 5118.

**Bill No. 1863 – A Resolution** –Determining the existence of certain nuisances in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. (209 Massachusetts) Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 1863 was adopted and numbered Resolution No. 5218.

**Bill No. 1864 – A Resolution** –Determining the existence of certain nuisances in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. (1018 Stewart) Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1864 was adopted and numbered Resolution No. 5318.

**Bill No. 1865 – A Resolution** –Determining the advisability of the making of certain internal improvements in the City of Winfield, Kansas; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings (Water Main Improvements/Stonebrook Addition, Phase 1). Director of Public Improvements Steward explains that Bill No. 1865, 1866, and 1867 consider the advisability of certain improvements within the Stonebrook Addition. Steward also explains that the City has received signed petitions for the improvements in the subdivision, and the petitions request financing through special assessment. These resolutions allow the improvements to be made by the City and assessed to the lots through the special assessment process. Petitions are for water main improvements, sanitary sewer improvements, and paving, grading and storm sewer improvements. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 1865 was adopted and numbered Resolution No. 5418.

**Bill No. 1866 – A Resolution** –Determining the advisability of the making of certain internal improvements in the City of Winfield, Kansas; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings (Sanitary Sewer Improvements/Stonebrook Addition, Phase 1). Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1866 was adopted and numbered Resolution No. 5518.

**Bill No. 1867 – A Resolution** –Determining the advisability of the making of certain internal improvements in the City of Winfield, Kansas; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings. (Paving, Grading and Storm Sewer Improvements/Stonebrook Addition, Phase 1). Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 1867 was adopted and numbered Resolution No. 5618.

**Bill No. 1868 – A Resolution** – Authorizing the Mayor and the City Clerk of Winfield, Kansas to execute a contract for construction of a sludge dewatering lagoon at the Water Treatment Plant between the City of Winfield and Vogts-Para Construction, Newton, Kansas. Director of Utilities Collins explains that this resolution will approve a contract for construction of a lagoon at the Water Treatment Plant as a requirement by the State of Kansas. Water Superintendent DeFore gave further details on the project. Total contract cost is \$247,174.75. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 1868 was adopted and numbered Resolution No. 5718.

#### **OTHER BUSINESS**

-Consider Cherry Street Park Lighting Improvement Project – Assistant to the City Manager Mangus discussed some maintenance projects in Cherry Street Park. Mangus explains that the biggest concern shared by the neighborhood and users of the park is the need for improved lighting. Per Mangus, staff would like to move forward with a project for approximately \$28,000 (in materials) and to work on other deferred maintenance projects to keep the park safe. Commissioner Jarvis made a motion to adopt the Cherry Street Park lighting improvement project. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

-Consider CMB application for One Stop LLC, U Pump It, 221 E 9<sup>th</sup> Avenue – City Clerk Peters explains that One Stop located at 221 E. 9<sup>th</sup> Avenue is under new ownership. Peters states that all fees have been paid, a current inspection is on file from the Fire Marshal, and background check has been processed, so everything is in order for approval of the CMB license application. This license will expire on December 31, 2018. Commissioner Hutto made a motion to approve the CMB license application for One Stop, LLC, U Pump It, at 221 E. 9<sup>th</sup> Avenue. Motion was seconded by Commissioner Jarvis. With all Commissioners voting aye, motion carried.

At this point, Vickie Rush residing at 1407 Reno talked about the Cherry Street Park Project and safety issues at the park.

#### **ADJOURNMENT**

Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, the meeting adjourned at 5:56 p.m.

Signed and sealed this 9th day of July 2018.

Signed and approved this 16<sup>th</sup> day of July 2018.

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Brenda Peters, City Clerk

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Gregory N. Thompson, Mayor

**CITY COMMISSION MEETING MINUTES**  
**Winfield, Kansas**  
**July 12, 2018**

The Board of City Commissioners met in regular work session, Thursday, July 12, 2018 at 4:00 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Ronald E. Hutto and Phillip R. Jarvis were also present. Also in attendance were Jeremy Willmoth, City Manager and Brenda Peters, City Clerk.

Commissioner Jarvis made a motion to move into executive session to discuss an individual employee's performance pursuant to the non-elected personnel exception, K.S.A. 75-4319 (b)(1). The open meeting will resume at 5:17 p.m. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried. Executive Session began at 4:47 p.m.

The regular work session resumed at 5:17 p.m.

Signed and sealed this 13th day of July 2018.      Signed and approved this 16<sup>th</sup> day of July 2018.

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Brenda Peters, City Clerk

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Gregory N. Thompson, Mayor

*(First Published in the Cowley Courier Traveler on Friday, July 20, 2018)*

**BILL NO. 1869**

**ORDINANCE NO. 4093**

**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, Special Liability Expense Fund, Industrial Development Fund, General Bond and Interest Fund and Library 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 2019.

General	\$	2,746,250
Bond & Interest		576,384
Library		484,274
Special Liability		93,894
Industrial Development		<u>2,636</u>
<b>TOTAL AD VALOREM TAX TO BE LEVIED</b>	<b>\$</b>	<b>3,903,438</b>

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

**ADOPTED** this 16<sup>th</sup> day of July, 2018

(SEAL)

\_\_\_\_\_  
Gregory N. Thompson, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Peters, City Clerk

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

Approved for Commission Action: \_\_\_\_\_  
Jeremy Willmoth, City Manager

*(First Published in the Cowley Courier Traveler on Friday July 20, 2018)*

**BILL NO. 1870**

**ORDINANCE NO. 4094**

**AN ORDINANCE**

**ADOPTING** an annual budget of the City of Winfield, Kansas, for the year ending December 31, 2019, 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, 2019, for the funds as follows.

General		10,988,452
Debt Service		3,631,936
Library		555,459
Special Liability		231,360
Industrial Development		6,800
Special Highway		889,672
Flood Control		15,250
Alcohol/Drug Safety Action		100
Special Parks & Rec.		40,000
Special Alcohol/Drug Program		33,715
Law Enforcement Trust		30,000
Water Preservation		40,500
Senior Citizens		8,340
Convention & Tourism		87,500
Cemetery Improvements		31,500
Fairgrounds Improvements		75,000

2/5 Cent Sales Tax		1,011,200
Electric Utility		29,155,082
Natural Gas Utility		4,069,288
Water Utility		2,944,779
Refuse Utility		1,769,698
Wastewater Utility		2,061,430
Stormwater Utility		167,894
Quail Ridge Golf Course		735,300
Management Services		3,715,794
Operational Services		642,298
Total Expenditures		62,938,347

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

**ADOPTED** this 16th day of July, 2018.

(SEAL)

\_\_\_\_\_  
Gregory N. Thompson, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Peters, City Clerk

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

Approved for Commission Action: \_\_\_\_\_  
Jeremy Willmoth, City Manager





## **Request for Commission Action**

**Date:** July 9, 2018

**Requestor:** Brenda Peters

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**Action Requested:** Adoption of the 2018 Standard Traffic Ordinances and the Uniform Public Offense Code

**Analysis:** The League of Kansas Municipalities updates these ordinances for use by reference by Kansas Cities. The STO will have exceptions in the body of the ordinance for speed limits, etc. The UPOC is scheduled to be adopted by reference.

**Fiscal Impact:** Cost of the books

**Attachments:** Ordinance for STO and ordinance for UPOC.

*(First published in the Cowley Courier Traveler on July 20, 2018)*

**BILL NO. 1871**

**ORDINANCE NO. 4095**

**AN ORDINANCE**

**AMENDING** Chapter 74 of the Code of Ordinances of the City of Winfield, Kansas, relating to The Standard Traffic Ordinance and General Provisions, by the amendment of Sections 74-81 and 74-82.

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

**Section 1.** Section 74-81 of Chapter 74 of the Code of Ordinances of the City of Winfield, Kansas, is hereby amended by the repeal of Section 74-81 and by adoption of a new Section 74-81, which new Section shall read as follows:

Section 74-81. Incorporated by reference.

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Winfield that certain standard traffic ordinance known as the “Standard Traffic Ordinance for Kansas Cities”, Edition 2018, prepared and published in spiral form by the League of Kansas Municipalities, 300 S.W. Eighth Street, Topeka, Kansas 66603, save and except such articles, sections, parts or portion as are hereafter omitted, deleted, modified or changed. One copy of the Standard Traffic Ordinance shall be marked or stamped “Official Copy as Incorporated by Ordinance No. 4095 of the City of Winfield, Kansas”, with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of the incorporating ordinance and which shall be filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of this code shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

**Section 2.** Section 74-82 of Chapter 74 of the Code of Ordinances of the City of Winfield, Kansas, is hereby amended by the repeal of Section 74-82 and by the adoption of a new Section 74-82, which shall read as follows:

Section 74-82. Deletions and additions.

The said Standard Traffic Ordinance is amended for use in the city as follows:

(a) Section 33, subsection (a) relating to and headed “Maximum Speed Limits” of said Standard Traffic Ordinance is hereby declared to be and is omitted, and in lieu

thereof, a new subsection (a) of said Section 33 is substituted therefor, which shall read as follows:

“Except when a special hazard exists that requires lower speed for compliance with Section 32 of said Standard Traffic Ordinance, or Chapter 74, Article III, Section 74-82 of the Code of Ordinances of the City of Winfield, Kansas, the limits specified in this Section are established as hereinafter authorized shall be maximum, lawful speeds, and no person shall drive a vehicle at a speed in excess of such maximum limits:

- (1) Fifteen (15) m.p.h. in any park except Tunnel Mill;
- (2) Twenty (20) m.p.h. in any business district except the following locations:
  - (a) Main Street from Fifth Avenue to Seventh Avenue;
  - (b) Main Street from Eleventh Avenue to Twelfth Avenue;
  - (c) Ninth Avenue from Menor Street to Millington Street;
  - (d) Ninth Avenue from Loomis Street to Fuller Street.

Twenty (20) m.p.h. in the following locations:

- (a) Cherry Street from the Missouri Pacific Railroad tracks to Fourteenth Avenue;
- (b) Fifteenth Avenue from John Street to Cherry Street;
- (c) Fifteenth Avenue from Ritchie Street to Mound Street;
- (d) John Street from Howland Street to Fifteenth Avenue;
- (e) Manning Street from Seventeenth Avenue to Sixteenth Avenue;
- (f) Ritchie Street from Fifteenth Avenue to Fourteenth Avenue;
- (g) Sixteenth Avenue from Manning Street to Main Street;
- (h) Seventeenth Avenue from Manning Street to Main Street;
- (i) Tunnel Mill Dam Road throughout the park area;
- (j) Warren Avenue from College Street to Stevens Street;
- (k) In a school zone governed by a flashing yellow 20-miles-per-hour speed limit indicator when it is operating or in any marked school zone during the hours of 7:30 a.m. to 8:30 a.m., (10:45 a.m. to 12:30 p.m. on Eighth Avenue only) and 3:00 p.m. to 4:00 p.m. (2:45 p.m. to 4:00 p.m. on Eighth Avenue only) when school is in session;
- (l) At the City Lake;
- (m) In a hospital zone on Fifth Avenue from 52 feet west of Cherry Street to 97 feet east of Park Street.

- (3) Thirty (30) m.p.h. in the following locations:
  - (a) Any residence district;\*
  - (b) College Street from Ninth Avenue to H.N. Banner Road;
  - (c) Fourteenth Avenue from Country Club Road to Main Street;
  - (d) Main Street from Fifteenth Avenue to Eleventh Avenue;
  - (e) Main Street from Seventh Avenue to Fourth Avenue;

- (f) Nineteenth Avenue from Main Street to the east city limits;
- (g) Ninth Avenue from 490 feet west of Mill Street to Manning Street;
- (h) Ninth Avenue from Loomis Street to Alexander Street;
- (i) Viking Boulevard from 150 feet north of Warren Avenue to H.N. Banner Road;
- (j) Wheat Road from K-360 to Ninth Avenue.\*
- (k) Twelfth Avenue between Wheat Road and K-360;
- (l) All streets within Winfield Industrial Park, Taylor Industrial Park, Utt Business and Industrial Park and Gottlob Business Park.

\*Except when school zone is in effect.

- (4) Thirty-five (35) m.p.h. in the following locations:
  - (a) Main Street from K-360 to Fifteenth Avenue;
  - (b) Main Street from Fourth Avenue to Welfelt Drive;
  - (c) Welfelt Drive from Main Street to the north city limits;
  - (d) Ninth Avenue from Alexander Street to Wheat Road.
- (5) Forty (40) m.p.h. in the following locations:
  - (a) College Street from H.N. Banner Road to 210 feet west of the north entrance to the Winfield Correctional Facility;
  - (b) Ninth Avenue from Wheat Road to Simpson Street.
- (6) Forty-five (45) m.p.h. in the following locations:
  - (a) College Street from 210 feet west of the north entrance to the Winfield Correctional Facility to the north city limits;
  - (b) Country Club Road from the south city limits to Ninth Avenue;
  - (c) Main Street from 575 feet south of the Walnut River bridge to K-360;
  - (d) Ninth Avenue from the west city limits to 490 feet west of Mill Street;
  - (e) Ninth Avenue from Simpson Street to the east city limits;
  - (f) Thirty-third Avenue from the west city limits to U.S. Highway 77.
- (7) Fifty-five (55) m.p.h. on U.S. Highway 77 from the south city limits to 575 feet south of the Walnut River bridge.

The maximum speed limits established by or pursuant to this paragraph shall be of force and effect regardless of whether signs are posted giving notice thereof and notwithstanding any signs giving notice of maximum speed limits in excess thereof, and any sign giving notice of a maximum speed limit in excess of the limits established by or pursuant to this paragraph shall not be of any force or effect.

- (b) Section 51 relating to and headed “U Turns, When No Signs; Where Prohibited” of said Standard Traffic Ordinance is hereby declared to be and is deleted, and in lieu thereof, a new Section 51 is substituted therefor, which shall read as follows:

“The driver of any vehicle shall not turn such vehicle so as to proceed in the opposite direction upon any street in a business district, nor upon any other street unless such movement can be made in safety without interfering with other traffic. Further, it is unlawful for the driver of any vehicle to turn such vehicle across the center line of a street located in the business district for the purpose of parking on the opposite side of the street.”

(c) Section 104 of said Standard Traffic Ordinance is hereby deleted.

**Section 3.** This ordinance shall be in full force and effect from and after its passage and publication in the official City newspaper.

**ADOPTED** this 16<sup>th</sup> day of July, 2018.

(SEAL)

**CITY OF WINFIELD, KANSAS**

By \_\_\_\_\_  
Greg Thompson, Mayor

**ATTEST:**

\_\_\_\_\_  
Brenda Peters, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Jeremy Willmoth, City Manager

*(First published in the Cowley Courier Traveler on July 20, 2018)*

**BILL NO. 1872**

**ORDINANCE NO. 4096**

**AN ORDINANCE**

**AMENDING** Chapter 58, of the Code of Ordinances of the City of Winfield, Kansas, relating to the Uniform Public Offense Code, for Kansas Cities, 2018 Edition, by the amendment of Section 58-1.

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

**Section 1.** Section 58-1 of Chapter 58 of the Code of Ordinances of the City of Winfield, Kansas, is hereby amended by the repeal of Section 58-1 and the adoption of a new Section 58-1, which new section shall read as follows:

Section 58-1. Incorporated by reference.

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City that certain code known as the Uniform Public Offense Code for Kansas Cities, 2018 Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such Articles, Sections, parts or portions as are omitted, deleted, modified or changed. Not less than three copies of the Uniform Public Offense Code shall be marked or stamped "Official Copy as Incorporated by Ordinance No. 4096 of the City of Winfield, Kansas", with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of the incorporating ordinance and which shall be filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours. The police department, municipal judge and all administrative departments of the City charged with enforcement of this code shall be supplied, at the cost to the City, such number of official copies of such Uniform Public Offense Code similarly marked may be deemed expedient.

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

**ADOPTED** this 16<sup>th</sup> day of July, 2018.

(SEAL)

**CITY OF WINFIELD, KANSAS**

By \_\_\_\_\_  
Greg Thompson, Mayor

**ATTEST:**

\_\_\_\_\_  
Brenda Peters, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Jeremy Willmoth, City Manager

**A RESOLUTION**

**EXTENDING** the Non-Disclosure Agreement with GridLiance High Plains LLC  
originally authorized by Bill No. 1638.

**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 (City), is hereby authorized and directed to execute an Extension of Non-Disclosure Agreement by and between the City of Winfield, Kansas and GridLiance High Plains LLC, a Delaware limited liability company formerly known as South Central MCN LLC (GridLiance), providing for providing confidential information between GridLiance and the City while continuing to work through a possible acquisition of existing transmission facilities; 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 approval and passage.

**ADOPTED** this 16<sup>th</sup> day of July, 2018.

**CITY OF WINFIELD, KANSAS**

(SEAL)

By \_\_\_\_\_  
Gregory N. Thompson, Mayor

**ATTEST:**

\_\_\_\_\_  
Brenda Peters, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Jeremy Willmoth, City Manager



## EXTENSION OF NON-DISCLOSURE AGREEMENT

**THIS EXTENSION OF NON-DISCLOSURE AGREEMENT** (Extension) is made and entered into as of July 9, 2018, by and between GridLiance High Plains LLC f/ka South Central MCN LLC (GridLiance) and the City of Wellington, Kansas (the Utility). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Original Agreement.

**WHEREAS**, the GridLiance and the Utility entered into that certain Non-Disclosure Agreement dated August 16, 2016 (the Original Agreement);

**WHEREAS**, GridLiance and the Utility desire to extend the Term of the Original Agreement; and

**WHEREAS**, GridLiance and the Utility agree to extend said Original Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing, and of the representation, warranties, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GridLiance and the Utility agree as follows:

1. The Term of the Original Agreement shall be extended for a period of twenty-four (24) months year through July 9, 2020.

2. Except as hereinabove expressly amended, all provisions of the Original Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, GridLiance and the Utility have executed this Extension as of the date first written above.

GridLiance High Plains LLC

City of Wellington, Kansas

By: \_\_\_\_\_  
Name: Justin M. Campbell, IV  
Title: SVP & Chief Development Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**A RESOLUTION**

**AUTHORIZING** and directing the City Manager to enter into an agreement with the Southwest Power Pool, Inc., GridLiance High Plains, LLC and the Kansas Power Pool for a Notification to Construct in order to upgrade a portion of Winfield's Transmission assets.

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**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 an agreement with the Southwest Power Pool, Inc., GridLiance High Plains, LLC and the Kansas Power Pool for a Notification to Construct in order to upgrade a portion of Winfield's Transmission assets specifically, to reconductor four miles of 69 kV transmission line from Winfield's Tie Substation to Westar Energy, Inc.'s Rainbow Substation; 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 approval and passage.

**ADOPTED** this 16<sup>th</sup> day of July, 2018.

**CITY OF WINFIELD, KANSAS**

(SEAL)

By \_\_\_\_\_  
Gregory N. Thompson, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Peters, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Jeremy Willmoth, City Manager

## DESIGNEE QUALIFICATION AND ASSIGNMENT AGREEMENT

This Designee Qualification and Assignment Agreement (Agreement) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 (Execution Date) by and among Southwest Power Pool, Inc. (SPP); GridLiance High Plains LLC, a Delaware limited liability company formerly known as South Central MCN LLC (GridLiance); and The Kansas Power Pool ("KPP"), a Municipal Energy Agency (KPP); each herein referred to individually as a (Party) and collectively as (Parties). The City of Winfield, Kansas (Winfield) is a signatory hereto for the limited purposes of acknowledging that a representative of Winfield has read the terms of this Agreement and is in agreement with the substance hereof.

**WHEREAS**, SPP, KPP and GridLiance are signatories to the SPP Membership Agreement pursuant to which KPP and GridLiance are each Transmission Owners (TO) under the SPP Open Access Transmission Tariff and transmission using members of SPP;

**WHEREAS**, SPP has issued a Notification to Construct designated as SPP-NTC-200479 (PID 51249, UID 71954) (the NTC), attached hereto as **Attachment A**, to KPP pursuant to the SPP Membership Agreement and Attachment O of the SPP Open Access Transmission Tariff (SPP OATT) that directs KPP to upgrade of a portion of Winfield's transmission assets, specifically, to reconductor 4 miles of 69 kV transmission line from Winfield's Tie Substation to Westar Energy, Inc.'s Rainbow Substation, defined herein and referred to as the Project; and

**WHEREAS**, KPP and GridLiance intend to develop and co-own the Project and in connection therewith KPP desires to assign an undivided interest in the Project, including certain of its rights under the NTC to GridLiance, in connection with the execution of a Joint Ownership Agreement (JOA) by which KPP and GridLiance would, at their own expense, design, procure, construct, install, and operate the Project as tenants-in-common and GridLiance would act as the construction and operating agent for itself and KPP.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article 1. Definitions.** Wherever used in this Agreement with initial capitalization, such words shall have the meaning specified or referred to in the SPP Membership Agreement or Attachment O or Attachment Y of the SPP OATT.

**Article 2. Contingency; Term of Agreement.** This Agreement is contingent upon (a) the successful negotiation and execution of a JOA for the Project that is mutually agreeable to GridLiance and KPP, and (b) approval by the SPP Board of Directors of the assignment to GridLiance of the NTC hereunder in accordance with Section VII.3 of Attachment Y of the SPP OATT. This Agreement shall become effective on the later of (i) the Execution Date, (ii) the date on which the Kansas Corporation Commission (KCC) approves this transaction, including GridLiance's authority to operate as a public utility, and grants a certificate of public convenience and authority, or (iii) such date as the Federal Energy Regulatory Commission (FERC) shall accept this Agreement and the JOA for filing and permit the same to become effective (or the Parties determine and agree such FERC filing is not required) (Effective Date), and, except in the event of earlier termination as expressly provided for herein, shall continue in full force and effect until such time as GridLiance has transferred functional control of the Project to SPP pursuant to the requirements of the SPP Membership Agreement. Notwithstanding the preceding in this Article 2, Article 4.3 herein shall remain in effect and survive expiration of the term of this Agreement.

**Article 3. Representations and Warranties.** GridLiance hereby represents, warrants and covenants as follows:

**3.1 Good Standing.** GridLiance is a duly organized and validly existing limited liability company in good standing under the laws of the state of Delaware, is qualified to do business and is or, as of the Effective Date will be, authorized to fulfill the terms of this Agreement in the State of Kansas.

**3.2 Authority.** GridLiance has the right, power and authority to enter into the JOA and this Agreement, to become a party thereto and hereto and, as of the Effective Date, to perform its obligations thereunder and hereunder. As of the Effective Date, this Agreement will be a legal, valid and binding obligation of GridLiance, enforceable against GridLiance in accordance with its terms.

**3.3 No Conflict.** As of the Effective Date, the execution, delivery and performance of this Agreement will not violate or conflict with the organizational or formation documents, bylaws or operating agreements, of GridLiance, or any judgment, license, permit or order or material agreement or instrument applicable to or binding upon GridLiance or any of its assets.

**3.4 Solvency.** GridLiance is financially solvent and is financially capable of fulfilling its obligations under this Agreement.

**Article 4. Assignment of NTC for Construction of the Project.**

**4.1 Assignment.** KPP hereby assigns to GridLiance, and GridLiance accepts assignment of and assumes, the rights, duties and obligations to design, procure, construct, and install the Project pursuant to the SPP Membership Agreement, the SPP OATT and the NTC.

**4.2 Ownership and Operation of the Project.** The rights, duties and responsibilities of KPP and GridLiance with respect to ownership and operation of the Project will be governed by the JOA.

**4.3 KPP's Residual Obligations.** The Parties acknowledge and agree that, as provided in Section VII.4 of Attachment Y to the SPP OATT, the assignment by KPP to GridLiance pursuant to Section 4.1 of this Agreement shall not relieve KPP of its ultimate financial or legal obligations to build and own the Project pursuant to the SPP Membership Agreement (including but not limited to Section 3.3 of the SPP Membership Agreement), Attachment O of the SPP OATT, and the NTC.

**4.4 Failure to Implement the Project in a Timely Manner.** In the event GridLiance fails to fulfill its obligations under this Agreement, and does not proceed to construct the Project in a timely manner in accordance with the terms specified in the NTC (as may be modified in accordance with Section V.4(a) of Attachment Y of the SPP OATT), KPP shall provide written notice to GridLiance specifying such failure and provide GridLiance a reasonable opportunity, but in any event, no less than thirty (30) days, to cure. Following such notice, in the event GridLiance is unwilling or unable to cure such failure in a timely manner, KPP shall have the unilateral right to terminate this Agreement and resume direct responsibility to build the Project by providing written notice to the other Parties. In such event, consistent with Section V.4(a) of Attachment Y of the SPP OATT, KPP and SPP shall determine whether any modifications to the NTC are necessary to take into account ramifications of GridLiance's failure to fulfill its obligations.

**Article 5.**      **Filing.**

5.1      SPP shall file this agreement with FERC as soon as practicable for acceptance or approval, as necessary.

5.2      If FERC accepts this Agreement for filing, but subject to modification or change, and requires a compliance filing by any or all of the Parties, the Parties shall evaluate whether such required compliance filing materially changes or frustrates the intent of this Agreement. If a Party determines, in good faith, that the changes or modifications required by FERC constitute a material change or may frustrate the intent of the Agreement, the Parties agree to negotiate in good faith to establish new terms and conditions that place the Parties in the same position as bargained for in this Agreement. SPP may, based on its sole judgment, condition the new terms and conditions upon the approval by the SPP Board of Directors. Any change to this Agreement required by FERC for the compliance filing shall be subject to review and approval by the Parties. If within thirty (30) days after FERC's conditional acceptance of the Agreement, or such other reasonable time period as may be mutually agreed to by the Parties, the Parties have not reached agreement on new terms and conditions or, if the amended Agreement is not subsequently unconditionally approved or accepted by FERC, this Agreement shall automatically be terminated, and no Party shall have further obligations to another Party hereunder.

5.3      To the extent required by law, GridLiance shall contemporaneously submit or file this Agreement with the KCC.

5.4      If KCC accepts this Agreement for filing, but subject to modification or change, and requires a compliance filing by any or all of the Parties, the Parties shall evaluate whether such required compliance filing materially changes or frustrates the intent of this Agreement. If a Party determines, in good faith, that the changes or modifications required by KCC constitute a material change or may frustrate the intent of the Agreement, the Parties agree to negotiate in good faith to establish new terms and conditions that place the Parties in the same position as bargained for in this Agreement. SPP may, based on its sole judgment, condition the new terms and conditions upon the approval by the SPP Board of Directors. Any change to this Agreement required by KCC for the compliance filing shall be subject to review and approval by the Parties. If within thirty (30) days after KCC's conditional acceptance of the Agreement, or such other reasonable time period as may be mutually agreed to by the Parties, the Parties have not reached agreement on new terms and conditions or, if the amended Agreement is not subsequently unconditionally approved or accepted by KCC, this Agreement shall automatically be terminated, and no Party shall have further obligations to another Party hereunder.

**Article 6.**      **Designee Qualifications.** GridLiance and SPP agree that GridLiance has established to SPP's satisfaction that GridLiance meets, or will meet as of the Effective Date, all of the conditions and qualification criteria set forth in Sections VII.1 and III.1(b) of Attachment Y of the SPP OATT.

**Article 7.**      **Termination.** This Agreement shall be terminated early (i.e., prior to such time as GridLiance has transferred functional control of the Project to SPP) (i) in the event of failure of any contingency or failure to receive any required approval as set forth in Article 2 and/or Article 5, (ii) in the event that the parties are unable to successfully negotiate a JOA or the JOA is terminated in accordance with its terms, (iii) in accordance with Section 4.4 in the event of GridLiance's failure to meet its assumed obligations, or (iv) upon such date as the Parties mutually agree to terminate the Agreement.

## Designee Qualification and Assignment Agreement

**Article 8.**      **Counterparts.** This Agreement may be executed in any number of counterparts by the Parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Agreement, the Parties may execute and exchange facsimile counterparts of the signature pages to this Agreement.

In Witness Whereof, the Parties have each executed this Designee Qualification and Assignment Agreement as of the date first written above.

**SOUTHWEST POWER POOL, INC.**

By: \_\_\_\_\_  
Name:  
Title:

GRIDLIANCE HIGH PLAINS LLC

By: \_\_\_\_\_  
Name: J. Brett Hooton  
Title: President



THE KANSAS POWER POOL ("KPP"), A  
MUNICIPAL ENERGY AGENCY

By:

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Mark Chesney  
General Manager and Chief Executive  
Officer

CITY OF WINFIELD

By: \_\_\_\_\_  
Jeremy Wilmoth  
City Manager

## Attachment A

[See Attached]



## Request for Commission Action

**Date:** July 10, 2018

**Requestor:** Patrick Steward, Dir. Of Public Improvements / City Engineer

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**Action Requested:** Seeking award of a bid for street projects for 2018.

### **Analysis:**

The City requested bids for street work for designated streets for 2018 based on the three year plan approved by the transportation advisory committee. Two bids were received with APAC, Inc. submitting the apparent low bid of \$275,793.00. The attached map shows the proposed streets to be addressed as part of the project. They are:

Viking from North of Warren to Banner.

Harris Road from 9<sup>th</sup> Ave. to 12<sup>th</sup>.

Broadway from the levee to K360.

**Fiscal Impact:** The bid amount is below the engineer's estimate of \$311,283.00. This project would fall within the budgeted funds provided by the street sales tax revenue for this year.

**Attachments:** Proposed Resolution, Bid Tab, and Map



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- CITY OF WINFIELD KANSAS**
- 2018 ASPHALT PROJECTS**  
CITY OF WINFIELD  
JUNE 2018
1. Viking Blvd. - Banner Rd. to 200' North of Warren Ave.
  2. Broadway K360 North 715 ft
  3. Harris Rd. - 12th Ave. to 9th Ave.
- The map shows the city of Winfield, Kansas, with major roads and the Arkansas River. The projects are highlighted in orange: 1. Viking Blvd. from Banner Rd. to 200' North of Warren Ave.; 2. Broadway K360 North 715 ft; and 3. Harris Rd. from 12th Ave. to 9th Ave. The map includes a compass rose and a scale bar.
- PRODUCED BY THE CITY OF WINFIELD ENGINEERING / G.I.S. DEPT. USING THE BEST AVAILABLE DATA AS OF 6/5/2018. THE CITY OF WINFIELD IS NOT RESPONSIBLE FOR ERRORS OR OMISSIONS.

PRODUCED BY THE CITY OF WINFIELD ENGINEERING / G.I.S. DEPT. USING THE BEST AVAILABLE DATA AS OF 6/5/2018. THE CITY OF WINFIELD IS NOT RESPONSIBLE FOR ERRORS OR OMISSIONS.

## 2018 Asphalt Street Improvements

Various Locations

Bid Opening 7/10/18 @ 2:00 pm.

Item		Quantity	Unit	Eng Opinion		Cornejo & Sons		APAC-Kansas	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 15,500.00	\$ 15,500.00	\$ 9,500.00	\$ 9,500.00
2	Full Depth Patch w/ 5" BM-2	660	SY	\$ 50.00	\$ 33,000.00	\$ 48.50	\$ 32,010.00	\$ 36.00	\$ 23,760.00
3	2" Asphaltic Concrete Surfacing BM-2	6,009	SY	\$ 9.00	\$ 54,081.00	\$ 10.00	\$ 60,090.00	\$ 9.00	\$ 54,081.00
4	3" Asphaltic Concrete Surfacing BM-2	6,131	SY	\$ 14.00	\$ 85,834.00	\$ 13.50	\$ 82,768.50	\$ 12.00	\$ 73,572.00
5	4" Asphaltic Concrete Surfacing BM-2	5,744	SY	\$ 18.00	\$ 103,392.00	\$ 17.75	\$ 101,956.00	\$ 17.00	\$ 97,648.00
6	Pulverize and Recompact	5,744	SY	\$ 4.00	\$ 22,976.00	\$ 7.00	\$ 40,208.00	\$ 3.00	\$ 17,232.00
	Total				\$ 311,283.00		\$ 332,532.50		\$ 275,793.00

**A RESOLUTION**

**AUTHORIZING** and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project No. 18-TI847 for asphalt street improvements between the City of Winfield, Kansas and APAC-Kansas, Inc. Shears Division, Wichita, Kansas.

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**WHEREAS**, bids for the street improvements were requested and accepted; and,

**WHEREAS**, APAC-Kansas, Inc. Shears Division, Wichita, Kansas, submitted the apparent lowest proposal;

**NOW, THEREFORE, 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 a contract for the amount of two hundred seventy five seven hundred ninety three and zero cents (\$275,793.00) for Project No. 18-TI847, and additional street improvements at the contract prices as determined to be within the budget, for street improvements for various locations, between the City of Winfield and APAC-Kansas, Inc. Shears Division, Wichita, Kansas, a copy of which is attached hereto and made a part hereof the same as if fully set forth herein.

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

**ADOPTED** this 16th day of July, 2018.

(SEAL)

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Gregory N. Thompson, Mayor

ATTEST:

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Brenda Peters, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Jeremy Willmoth, City Manager/ps



## Request for Commission Action

**Date:** July 13, 2018, 2018

**Requestor:** Brenda Peters

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**Action Requested:** Appointment of Letitia Quarles to the Juvenile Corrections Advisory Board

**Analysis:** Per e-mail from Melody Pappan, Director of Cowley County Youth Services:

Brenda,

As the Director of Cowley County youth Services, the Juvenile Corrections Advisory board has requested that I contact you regarding the City of Winfield's representation on the board. The board is requesting the City of Winfield re-appoint Letitia Quarles for a 3 year term to begin July 1, 2018 and end June 30, 2021. Letitia has served on the board since July 2015, and served our community for over two decades. She has been employed with the state of Kansas Since 2000 as a social worker for the Department of Children and Family Services. Her primary responsibilities include the investigation of allegations of child abuse and/or neglect. She is also involved with Parents as Teachers, RESPECT, Cowley county Protection Team and the Cowley County Cross Systems planning team.

**Fiscal Impact:** None

**Attachments:** None