

**AGENDA**  
**CITY COMMISSION SPECIAL MEETING**  
**Friday, July 22, 2016**  
**8:00 A.M.**  
**City Administrative Center, 301 N. 8<sup>th</sup> Street**

**I. SPECIAL MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**

- A. Consideration and approval of a settlement agreement in a matter pending before the State Corporation Commission of the State of Kansas, docket no. 16-WHLE-305-RTS, In the Matter of the Application of Wheatland Electric Cooperative, Inc. for Approval to Make Certain Changes in Charges for Electric Service.

**II. ADJOURN.**



## MEMORANDUM

TO: Governing Body  
THRU: Matthew C. Allen, City Manager  
FROM: Public Utilities Director Muirhead  
DATE: July 21, 2016  
RE: Docket no. 16-WHLE-305-RTS,

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### CITY COMMISSION

CHRIS LAW,  
Mayor

ROY CESSNA

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

### ISSUE

The Governing Body is asked to consider and approve a settlement agreement in a matter pending before the State Corporation Commission of the State of Kansas, Docket no. 16-WHLE-305-RTS.

### BACKGROUND

The Wheatland Electric Cooperative (WEC) filed with the Kansas Cooperation Commission for consideration of a rate adjustment in its Local Access Charge (LAC) on December 22, 2015 in Docket No. 16-WHLE-315-RTS. The LAC is regulated by the Kansas Corporation Commission. The City of Garden City intervened in the case to insure the rate adjustment was justified.

The current LAC rate that the City of Garden City is charged by the WEC is \$1.30 per kW. The rate filed by WEC with the Kansas Corporation Commission on December 22, 2015 was for a rate of \$1.66 per kW.

Settlement discussions with the KCC, WEC and other interveners on July 14, 2016 at the KCC offices in Topeka, resulted in the following;

- \*East Division rate of 1.99 (coincident peak)
- \*West Division rate of .82 (non-coincident peak) (Garden City)
- \*No new rate filing until January 1, 2019
- \*Wheatland to maintain cost support for its 34.5 kV facilities on an East Division, West Division basis until the KCC approves a consolidation.

### ALTERNATIVES

- 1) Approve the settlement and authorize the City Attorney to sign the Unanimous Settlement Agreement of KCC Docket No. 16-WHLE-315-RTS.
- 2) Do not approve the settlement.

### RECOMMENDATION

Staff recommends alternative 1.

### FISCAL NOTE

The expected savings to the City of Garden City in the lowering of the LAC from \$1.30 per kW to \$.82 per kW will result in a savings of approximately \$289,000 annually.

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THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS

In the Matter of the Application of                    )  
Wheatland Electric Cooperative, Inc. for        )     Docket No. 16-WHLE-305-RTS  
Approval to Make Certain Changes in         )  
Charges for Electric Service.                    )

**JOINT MOTION FOR APPROVAL OF UNANIMOUS SETTLEMENT AGREEMENT**

Wheatland Electric Cooperative, Inc. (Wheatland), the City of Garden City, Kansas (Garden City), Kansas Municipal Energy Agency (KMEA), Kansas Electric Power Cooperative Inc., (KEPCo), Kansas Power Pool (KPP) and the Staff of the State Corporation Commission of the State of Kansas (Staff), (collectively referred to as Joint Movants) hereby request the State Corporation Commission of the State of Kansas (Commission) issue an order approving the Unanimous Settlement Agreement entered into by Joint Movants in the above captioned matter and canceling the hearing presently scheduled for August 16-17, 2016. In support of this Motion, Joint Movants state as follows:

**I. BACKGROUND**

1. Wheatland is a member-owned, not-for-profit cooperative organized under the Electric Cooperative Act and is a certificated electric public utility, as defined in K.S.A. 66-104. In addition to retail service, Wheatland also provides certain wholesale services, including service to wholesale Local Access Charge (LAC) customers, over its 34.5-kV sub-transmission facilities system wide. As determined by the Commission in Docket No. 11-GIME-597-GIE, 34.5-kV sub-transmission facilities that serve one or more wholesale LAC customer(s) provide a local "transmission service" under Kansas law.<sup>1</sup>

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<sup>1</sup> Order Addressing Joint Motion to Approve Stipulation and Agreement, Docket No. 11-GIME-597-GIE, issued January 11, 2012; *see also* the Stipulation and Agreement, filed December 1, 2011 under the same docket.

2. On June 17, 2014, the Commission entered an order in Docket No. 14-WHLE-546-DRC affirming Wheatland's election to deregulate pursuant to K.S.A. 66-104d. However, pursuant to K.S.A. 66-104d(f), Wheatland remains subject to the Commission's jurisdiction for charges, fees, or tariffs for transmission services. The proposed LAC tariff for a rate for service over Wheatland's system wide 34.5-kV sub-transmission facilities is a tariff for transmission service and therefore remains subject to Commission jurisdiction.

3. Wheatland is one of six member-owners of Sunflower Electric Power Corporation (Sunflower), a certificated Kansas not-for-profit electric cooperative providing generation and transmission services.<sup>2</sup> Wheatland has been providing retail electric service in the counties of Greeley, Wichita, Scott, Hamilton, Kearny, Finney, and Gray (hereinafter referred to as the Western Division) as a member-owner of Sunflower.

4. In 2005, five member-owners (including Wheatland) of Sunflower and one wholly-owned subsidiary of the sixth Sunflower member-owner formed Mid-Kansas Electric Company, LLC (Mid-Kansas) for the purpose of acquiring the Western Kansas assets of a vertically integrated electric utility, Aquila, Inc., d/b/a Aquila Networks – WPK ("Aquila-WPK").<sup>3</sup> The Commission approved the acquisition of those assets by Mid-Kansas in 2007<sup>4</sup> and on December 21, 2007, the Commission approved the transfer of the distribution and sub-

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<sup>2</sup> The six electric utilities that own Sunflower and their respective headquarters are as follows: Lane-Scott Electric Cooperative, Inc., Dighton, Kansas ("Lane-Scott"); Pioneer Electric Cooperative, Inc., Ulysses, Kansas ("Pioneer"); Prairie Land Electric Cooperative Association, Inc., Norton, Kansas ("Prairie Land"); The Victory Electric Cooperative Association, Inc., Dodge City, Kansas ("Victory"); Western Cooperative Electric Association, Inc., WaKeeney, Kansas ("Western"); and Wheatland Electric Cooperative, Inc., Scott City, Kansas ("Wheatland").

<sup>3</sup> Mid-Kansas is a limited liability company operating in the state of Kansas as a certificated non-profit generation and transmission cooperative, with its principal place of business in Hays, Kansas. The six electric utilities that own Mid-Kansas are as follows: Lane-Scott; Southern Pioneer Electric Company ("Southern Pioneer"); Prairie Land, Victory, Western, and Wheatland. Southern Pioneer Electric Company is a not-for-profit corporation wholly owned by Pioneer Electric Cooperative, Inc.

<sup>4</sup> Order Adopting Stipulation and Agreement, Docket No. 06-MKEE-524-ACQ, dated February 23, 2007.

transmission assets included in the former Aquila-WPK's vertically integrated operation to the Mid-Kansas members in Docket No. 08-MKEE-099-MIS (08-099 Docket).

5. The acquisition of Aquila-WPK and subsequent asset spin down in the 08-099 Docket created a second distinct service territory for Wheatland as a member-owner of Mid-Kansas (hereinafter referred to as the Eastern Division), and Wheatland was later granted a certificate in Docket No. 13-MKEE-447-MIS (13-447 Docket) covering both the Western Division and Eastern Division.<sup>5</sup> Nevertheless, Wheatland has always operated the Western Division and Eastern Division with separate retail and LAC rates.

6. Wheatland was not providing transmission service over its 34.5-kV sub-transmission system in the Western Division until Garden City terminated its all-requirements contract with Wheatland and selected KMEA as its new wholesale power supplier in late 2012. On December 17, 2013, Wheatland filed a joint application with Sunflower for approval of a special contract for a LAC for KMEA in Docket No. 14-SEPE-287-CON (14-287 Docket). In the 14-287 Docket the Commission approved the settlement of a special contract LAC rate with the requirement that Wheatland file an application for a LAC based upon a Cost of Service Study no later than December 31, 2015.<sup>6</sup>

7. The special contract LAC is billed to KMEA under, and service to KMEA is facilitated through, the Commission-approved Sunflower Open Access Transmission Tariff (OATT).<sup>7</sup> Under the Sunflower OATT, it is responsible for administering local delivery service over Wheatland's 34.5-kV and lower voltage distribution facilities to wholesale customers in its Western Division. Under this OATT there are two *pro forma* local delivery service agreements

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<sup>5</sup> Certificate and Order, Docket No. 13-MKEE-447 MIS, issued on November 21, 2013.

<sup>6</sup> Settlement Agreement, Docket No. 14-SEPE-287-CON, ¶8(b); Order Granting Joint Motion for Approval of Settlement Agreement, Docket No. 14-SEPE-287-CON (approving Settlement Agreement).

<sup>7</sup> The latest version of the Sunflower OATT was approved in Docket No. 13-SEPE-701-TAR.

that must be executed by a network customer, such as KMEA, when requesting service. A network customer must enter into a Network Integration Transmission Service Agreement (NITSA) and a Network Operating Agreement (NOA). Further, network customers must be charged a Commission-approved LAC to ensure Wheatland is compensated for delivery across its 34.5-kV and lower voltage system.

8. KMEA, to serve Garden City, is the only supplier serving a Wheatland qualified wholesale customer in the Western Division that has a NITSA and a NOA with Sunflower.<sup>8</sup> Other than the special contract LAC approved in the 14-287 Docket, Wheatland does not have a Commission approved LAC tariff for its Western Division.

9. After the spin down of Wheatland's respective distribution and 34.5-kV sub-transmission in the 08-099 Docket, Mid-Kansas established a wholesale LAC tariff for Wheatland's 34.5-kV in the Eastern Division by order of the Commission on January 11, 2010, in Docket No. 09-MKEE-969-RTS (09-969 Docket).<sup>9</sup> In the 09-969 Docket, Mid-Kansas and its members, including Wheatland, agreed to designate Mid-Kansas as the agent and single point of contact for administering the LAC tariff.<sup>10</sup> Such services must be provided under the Mid-Kansas OATT.<sup>11</sup>

10. Mid-Kansas filed an application for approval of a revised OATT and *pro forma* local access delivery service agreements in Docket No. 12-MKEE-650-TAR (12-650 Docket). The 12-650 Docket sets forth the method for wholesale customers to take service over the 34.5-kV facilities of the Mid-Kansas members (including Wheatland's Eastern Division). The revised

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<sup>8</sup> See Settlement Agreement in Docket No. 14-SEPE-287-CON.

<sup>9</sup> Order Approving Unanimous Stipulation and Agreement, Docket No. 09-MKEE-969-RTS, issued January 11, 2010; Stipulation and Agreement, Docket No. 09-MKEE-969-RTS, ¶ III (D)(7). At the time of such order, Mid-Kansas was the certificated retail service provider.

<sup>10</sup> See also Docket No. 11-GIME-597-GIE.

<sup>11</sup> See Docket No. 11-GIME-597-GIE.

Mid-Kansas OATT was approved on October 31, 2012, and specifically states that Mid-Kansas is responsible for administration and billing of the approved LAC for the wholesale customers under the Mid-Kansas OATT.

11. Subsequent to the 12-650 Docket, Mid-Kansas transferred Wheatland's respective retail certificate to Wheatland in the 13-447 Docket. In the 13-447 Docket, Wheatland adopted that LAC tariff from the 09-969 Docket and it is still currently used in the Eastern Division to charge wholesale transmission customers for service over the 34.5-kV sub-transmission system.<sup>12</sup>

## **II. THE APPLICATION**

12. On December 22, 2015, Wheatland filed an Application and pre-filed testimony seeking approval of a system wide LAC tariff that would consolidate the rates between the Eastern and Western Divisions.

13. KPP, KEPCo, Garden City and KMEA petitioned for and were granted intervention in this docket.

14. On April 26, 2016, the Commission issued its Order Granting Joint Motion to Modify Procedural Schedule. Under the modified procedural schedule data requests were exchanged between the Joint Movants and a settlement conference was held on July 14, 2016.

15. As a result of extensive settlement discussions the Joint Movants have reached a unanimous settlement which contemplates the approval of separate 34.5-kV LAC rates for Wheatland's Eastern and Western divisions. The Settlement Agreement has been reduced to writing, is attached to the Joint Motion as Attachment A, and is incorporated herein by reference.

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<sup>12</sup> Amended Order Approving Unanimous Settlement Agreement, Docket No. 13-MKEE-447-MIS, issued October 15, 2013; Unanimous Settlement Agreement, Docket No. 13-MKEE-447-MIS, ¶ 11.

All Joint Movants are signatories of the Settlement Agreement. Therefore, it is a unanimous Settlement Agreement as defined in K.A.R. 82-1-230a(a)(2).

16. Pursuant to this motion, Joint Movants are requesting to waive the remainder of the modified procedural schedule, including the evidentiary hearing scheduled for August 16-17, 2016, and extend the deadline to file testimony in support of this Settlement Agreement to close of business (5:00 p.m. **CPT**) on August 3, 2016.

Comment [MD1]: Or "CDT"

### III. THE UNANIMOUS SETTLEMENT AGREEMENT RESULTS IN JUST AND REASONABLE RATES AND IS IN THE PUBLIC INTEREST

17. Joint Movants recognize that the law favors the good faith settlement of disputed issues.<sup>13</sup> The Commission is to evaluate any settlement to determine whether (a) it is supported by substantial competent evidence in the record as a whole,<sup>14</sup> (b) it results in just and reasonable rates, and (c) it is in the public interest.

18. The Commission must make an independent finding that approval of the Settlement Agreement is supported by substantial competent evidence in the record as a whole and that the Settlement Agreement will establish just and reasonable rates.<sup>15</sup>

#### a. The Settlement Agreement is Supported by Substantial Competent Evidence in the Record as a Whole.

19. The items agreed to and included in the Settlement Agreement are supported by substantial competent evidence in the record as a whole. Wheatland filed the Direct Testimony of three (3) separate witnesses and Rebuttal Testimony of three (3) witnesses. Staff and interveners filed testimony of four (4) witnesses analyzing the cost of service study, data requests, and Wheatland's testimony. The various witnesses recommended different LAC rates. Garden City and Staff took the position that Wheatland should not be allowed to have a

<sup>13</sup> *Krantz v. University of Kansas*, 271 Kan. 234, 241-242, 21 P.3d 561, 567 (2001).

<sup>14</sup> *Herrera-Gallegos v. H&H Delivery Service, Inc.*, 42 Kan.App.2d 360, 363 (2009).

<sup>15</sup> *Citizens' Utility Ratepayer Board v. State Corp. Comm'n*, 28 Kan.App.2d 313, 316, 16 P.3d 319 (2000).

consolidated system wide LAC rate, while KEPCo testified in support of a consolidated system wide LAC rate. Finally, testimony in support of the Settlement Agreement will also be filed.

20. The terms of the Settlement Agreement reflect a reasonable compromise incorporating, to varying degrees, the filed positions of the Joint Movants. Therefore, the Settlement Agreement is supported by substantial competent evidence in the record as a whole.

**b. The Settlement Agreement and Resulting 34.5-kV LAC Will Produce Just and Reasonable Rates.**

21. The Settlement Agreement between the Joint Movants reflects a sophisticated analysis of the record as a whole to determine a just and reasonable rate and whether Wheatland should be allowed at this time to consolidate its LAC rate system wide. The Settlement Agreement reflects separate rates for Wheatland's Western and Eastern Divisions that considers cost allocations and the disparate treatment of the two divisions by the Sunflower OATT and the Mid-Kansas OATT. Currently, the rate in the Eastern Division, affecting KPP, and KEPCo, is \$2.09 per kW- month, billed on a Coincident Peak (CP) basis. The Settlement Agreement adjusts this rate to \$1.99 per kW-month, CP. In the Western Division, the Settlement Agreement reflects a change from a contract rate of \$1.30 per kW-month, billed on a Non-Coincident Peak (NCP) basis, to \$0.82 per kW-month NCP. In consideration of the record testimony, the costs and risks associated with litigation, and the testimony to be filed in support of the Settlement Agreement indicates that the non-consolidated rates in the Settlement Agreement will produce just and reasonable rates.

22. In addition to the rates set forth above, the Settlement Agreement also provides that: (1) Wheatland will not file another rate case for a change of its LAC tariffs before January 1, 2019; (2) Wheatland will maintain separate accounting of its 34.5-kV LAC facilities until the

Commission consolidates its rates on a future date; and (3) Wheatland will implement the Local Access Delivery Service Tariffs attached to the Settlement Agreement.

**c. Approval of the Settlement Agreement is in the Public Interest.**

23. Joint Movants agree that the Settlement Agreement is in the public interest and should be approved in its entirety without modification by the Commission. Joint Movants strongly advocated in the proceedings for their own individual positions and interests. Wheatland represents the interests of its individual businesses and its members. KEPCo and KPP represent themselves and the interests of their members that will pay the LAC rate that is set forth in the Settlement Agreement. Garden City represents the interests of its citizens. KMEA represents its customers and Garden City in these proceedings. The Staff represents the public interest generally and has an obligation to balance the interests of the Joint Movants, all customer classes, and the parties in this proceeding. As stated above, the diverse competing interests were represented in this proceeding. Furthermore, the Joint Movants' concerns were addressed by the Settlement Agreement. The Commission should, therefore, find that the approval of the Settlement Agreement is in the public interest.

23. The Joint Movants further note that administrative efficiencies are advanced and litigation costs are reduced by this Settlement Agreement and request that the public interest be further served by the adoption of this Settlement Agreement.

WHEREFORE, the Joint Movants respectfully request the Commission grant this Motion, thereby approving in its entirety the attached Settlement Agreement.

Respectfully submitted,

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**ATTORNEYS FOR COMMISSION STAFF**

THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS

In the Matter of the Application of )  
Wheatland Electric Cooperative, Inc. for ) Docket No. 16-WHLE-305-RTS  
Approval to Make Certain Changes in )  
Charges for Electric Service. )

**UNANIMOUS SETTLEMENT AGREEMENT**

**I. INTRODUCTION**

1. As a result of extensive discussions between Wheatland Electric Cooperative, Inc. (Wheatland), the City of Garden City, Kansas (Garden City), Kansas Municipal Energy Agency (KMEA), Kansas Electric Power Cooperative Inc., (KEPCo), Kansas Power Pool (KPP) and Staff of the State Corporation Commission of the State of Kansas (Staff) (collectively referred as the “Signatories”), the Signatories hereby submit to the State Corporation Commission of the State of Kansas (“Commission”) for its consideration and approval, the following Unanimous Settlement Agreement (“the Settlement Agreement”).

**II. THE APPLICATION**

2. On December 22, 2015, Wheatland filed an Application seeking approval of its Local Access Charge (LAC) tariff rate for its 34.5-kV facilities. Wheatland was seeking to obtain a system-wide rate for the annual recovery of the cost associated with owning, operating and maintaining its respective 34.5-kV sub-transmission system.

3. Wheatland sought Commission approval of a system-wide LAC tariff and was requesting a rate of \$1.34 per kW-month, Non-Coincident Peak (NCP).

4. In support of its application, Wheatland pre-filed written direct testimony with supporting exhibits and pre-filed written rebuttal testimonies with supporting exhibits. In

response, the Joint Movants filed testimony and exhibits in response after analyzing the cost of service study and data requests.

5. KPP, KEPCo, Garden City and KMEA petitioned for and were granted intervention into this docket.

### **III. STAFF AND INTERVENORS' PRE-FILED POSITIONS**

6. On June 24, 2016, Staff, KEPCo, Garden City and KMEA filed testimony, including supporting schedules and exhibits.

7. Staff offered testimony that opposed a system-wide LAC rate consolidating the rate between the Wheatland Eastern (Mid-Kansas Electric Cooperative) and Western (Sunflower Electric Power Corporation) Divisions. Staff provided testimony that the disparate treatment between the Mid-Kansas Electric Cooperative (MKEC) Open Access Transmission Tariff (OATT) and Sunflower Electric Power Cooperative (Sunflower) OATT, the nature of the disconnected facilities, and the disparate cost of service between the divisions supported separate LAC rates for the Eastern and Western Divisions. Staff further offered testimony stating that the LAC in the Western Division should be \$0.78 per kW-month, billed on a non-coincident peak (NCP) basis, and \$1.99 per kW-month in the Eastern Division, billed on a coincident peak (CP) basis.<sup>1</sup>

8. Garden City presented testimony recommending against consolidating the rates between the Eastern and Western Divisions of Wheatland and, after analysis, recommended a Western Division only LAC rate of \$0.655 per kW-month NCP.<sup>2</sup>

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<sup>1</sup> Testimony of Tim Rehagen, p. 4, ll. 1-4, and Justin Grady, p. 3, ll. 2-13.

<sup>2</sup> Testimony of John Krajewski, p. 4, ll. 9-10.

9. KEPCo presented testimony requesting that the Commission consolidate the rates between the Eastern and Western Divisions. However, after its analysis, KEPCo recommends that the cost of service would require a LAC rate of \$1.29 per kW-month NCP.<sup>3</sup>

#### **IV. TERMS OF SETTLEMENT AGREEMENT**

10. The Signatories agree, after arm's length negotiations, evaluation of all the evidence, and consideration of the costs and risks associated with litigation, to the following terms:

a. Wheatland will not consolidate its LAC rates between the Eastern and the Western Divisions in this proceeding.

b. The Western Division LAC rate, administered by the Sunflower OATT, will be \$0.82 per kW-month, NCP. The Eastern Division LAC rate, administered by the MKEC OATT, will be \$1.99 per kW-month, CP.

c. Wheatland will implement the Local Access Delivery Service Tariffs attached as Exhibits 1 and 2 to this Settlement Agreement.

d. Wheatland will not file another rate case for a change of its LAC tariff before January 1, 2019.

e. Wheatland, pursuant to this Agreement, will maintain separate accounting of its 34.5-kV LAC facilities until the Commission allows consolidation of local access rates for the Eastern and Western Divisions in a future proceeding.

11. The Signatories unanimously agree to these terms and agree that these rates will result in just and reasonable rates for the members and customers of Wheatland, and these rates are in the public interest.

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<sup>3</sup> Testimony of Mark Doljac, p. 9, ll. 3-14).

**V. MISCELLANEOUS PROVISIONS**

12. Nothing in this Settlement Agreement is intended to restrict the exercise by the Commission of its statutory rights and obligations, including ensuring the Signatories provide efficient and sufficient service at just and reasonable rates.

13. The Signatories shall have the right to present pre-filed testimony in support of the Settlement Agreement. Such testimony shall be filed formally in this docket in accordance with the schedule established by the Commission for this docket.

14. The Signatories agree that, if this Settlement Agreement is accepted by the Commission, further hearings in this matter are unnecessary. As such, the parties agree to recommend that the Commission cancel the hearing presently scheduled for August 16-17, 2016. In the event the Commission elects to conduct an evidentiary hearing on the pre-filed testimony in support of this Settlement Agreement, the Signatories waive cross-examination on all testimony filed prior to the filing of the Settlement Agreement. The Signatories reserve the right to cross examine on all testimony in support of the Settlement Agreement and reserve the right to re-direct witnesses following Commission questions. The Signatories further agree that all such pre-filed testimony may be incorporated into the record without objection.

15. This Settlement Agreement represents a negotiated settlement between sophisticated parties that fully resolves the issues. The Signatories represent that the terms of this Settlement Agreement constitute a fair and reasonable resolution of the issues addressed herein. Except as specified herein, the Signatories shall not be precluded, bound by, or in any way affected by the terms of this Settlement Agreement in any future proceeding, or in this proceeding, should the Commission reject or modify the Settlement Agreement.

16. If the Commission accepts this Settlement Agreement in its entirety and incorporates the same in to a final order the Signatories shall be bound by the terms and the Commission's order incorporating the terms as to all issues addressed herein and in accordance with the terms hereof and will not appeal the Commission's order on these issues.

17. The provisions of this Settlement Agreement have resulted from negotiations among the Signatories and are interdependent. In the event that the Commission does not approve and adopt the terms of this Settlement Agreement, the Settlement Agreement shall be voidable and no Signatory hereto shall be bound, prejudiced, or in any way affected by any of the agreements or provisions hereof.

IN WITNESS THEREOF, the Signatories have executed and approved this Settlement Agreement, effective as of this \_\_\_\_\_ day of July, 2016, by subscribing their signatures below.

Respectfully submitted,

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