

City of Baldwin City
PO Box 86
Baldwin City, Kansas 66006
Council Meeting Agenda

Baldwin City Community Center
712 Chapel St
Baldwin City, KS 66006

TUESDAY
October 21st, 2025
7:00 PM



A. Call to Order-Mayor Casey Simoneau

B. Approval of Agenda

C. Consent Agenda

1. Minutes 10.07.2025
2. Scheduled Claims List
3. Special Event-Hometown Halloween-Trunk or Treat

D. Public Comment:

Members of the public are welcome to comment on items relating to City business not listed on this Agenda. Please stand and wait to be recognized by the Mayor. As a general practice, the comments may or may not be acted upon by the Council during the meeting, or Council may refer the items to staff for follow up.

*If you wish to comment on an item listed on the agenda, a **sign-up sheet** is provided for you to sign in and provide your address. You will be called on when the Agenda item of interest is under discussion by the Council.*

E. Special Reports or Presentations

F. Old Business

G. New Business

1. Electrical Agreement for Metering Point
2. Crosswalk project on US-56

H. Council Committee Reports

1. Budget and Finance - Scott Lauridsen/Cory Venable
2. Community Development - Cory Venable/Susan Pitts
3. Public Safety - Susan Pitts/Jay King
4. Public Works and Utilities - Julie Constantinescu/Jay King

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-
5. Strategic Planning - Scott Lauridsen/Julie Constantinescu
 6. Lake Advisory Committee-Jay King/Julie Constantinescu
 7. Communications Policy Advisory Committee-Susan Pitts/Scott Lauridsen

I. City Administrator and Staff comments

J. Council and Mayor comments

K. Executive Session

L. Adjourn

City Council meets every first and third Tuesday of each month at 7:00 p.m. at the Baldwin Community Center. Council work sessions are held the last Tuesday of each month at 7:00 p.m. at the Baldwin Community Center.

City of Baldwin City
Minutes
Tuesday, October 7, 2025
Regular Council Meeting

RHID HEARING

Mayor Simoneau opened the RHID Hearing at 7:00p.m. There were no comments from the audience.

A. Call to Order

The Baldwin City Council was called to Regular Session at 7:00 p.m. at the Baldwin City Community Center, 712 Chapel Street, with Mayor Casey Simoneau presiding.

Present were Council Members: Jay King, Cory Venable, and Julie Constantinescu.

Also, attending: Russ Harding-Interim City Administrator; Amara Packard-City Clerk; Shiloh Afonja-Deputy City Clerk; Stu Young-Code Enforcement; and Chief Patrick-Police Department.

B. Approval of Agenda

Julie Constantinescu moved and Jay King seconded to approve the agenda as presented. Motion carried with a vote of 3 yes and 0 no.

C. Consent Agenda

Cory Venable moved and Jay King seconded to approve the consent agenda as presented. Motion carried with a vote of 3 yes and 0 no.

1. Minutes - 9.16.25
2. Scheduled Claims List
3. Liquor License Renewal-Double A Liquor

D. Public Comment

Jessica Tyler-104 10th St.-asked the council to remove the food truck ordinance that is sitting in the Community Development committee and move the entire discussion and pending ordinance to the Public Safety committee. She feels it has been sitting too long in one committee and everyone seemed to be focused on the safety aspect, she feels it would be more appropriate to move it.

E. Special Reports or Presentations

Domestic Violence Awareness Month Proclamation

Mayor Simoneau proclaimed that the month of October, in Baldwin City KS, would be Domestic Violence Awareness Month.

Introduce Adonus, the newest hire for the Police Department

Chief Patrick introduced his newest hire. Adonus will be headed to the academy at KLTC next Monday. He was previously a volunteer firefighter, then worked in corrections for Douglas County, then came to Baldwin City to serve in the town he grew up in.

F. Old Business

1. Ordinance 1520-Maplewood RHID request

This is a Moderate-Income Housing project. They have previously received the MIH grant, but need both the grant and RHID to move forward with the project. The 4 units will be ADA compliant, slabs, covered porches in back, 3-bedroom, 2-bathroom, one level duplexes. The approval of this request is the final step.

Jay King was concerned that rent at \$1300-\$1600 was steep for our community. He acknowledged that the city does need additional rooftops.

Cory Venable and Jay King were concerned with the length of 22 years for the property tax incentives.

This will not be student housing.

Julie Constantinescu thinks this project will be good for the community.

Cory Venable moved and Julie Constantinescu seconded to approve ordinance 1520. Motion passes 3-0.

Julie Constantinescu-yes, Cory Venable-yes, Jay King-yes

Jay King moved and Julie Constantinescu seconded to close the RHID hearing for Maplewood Place. Motion passes 3-0.

G. New Business

1. Ordinance 1519-Conditional Use-104 10th St.-Commercial Kitchen

Jessica and Brad Tyler, owners of Flatlanders Pizzeria have added an additional kitchen in their home to do prep work for their food truck. They have gone through the process with the health inspector, codes, and zoning.

Julie Constantinescu asked if it could be rented out for other people to use. Jessica said it would not be.

This will specifically be their dough room that will have a 600-pound floor mixer in it.

Stu Young said everything looked good. They would still need to get a small building permit, but other than that, zoning has no issue with this conditional use application.

Julie Constantinescu moved and Cory Venable seconded to accept ordinance number 1519. Motion passes 3-0.

Julie Constantinescu-yes, Cory Venable-yes, and Jay King-yes

H. Committee Reports

1. Budget and Finance - Scott Lauridsen/Cory Venable Next meeting TBD at 7:30am, second floor of City Hall

2. Community Development - Cory Venable/Susan Pitts

- Food Trucks discussed

Next meeting will be 10/13/2025 at 4:00pm, second floor of City Hall

3. Public Safety - Susan Pitts/Jay King

Next meeting will be 11/11/2025 at 4:00pm, second floor of City Hall

4. Public Works and Utilities - Julie Constantinescu/Jay King

New Substation:

- Concrete foundation work is done.
- The switch gear building is up.
- The transformer has been set and tested.
- The transformer grading is complete.
- Mid States is digging to install conduit around the outside perimeter.
- The ETA for switch gear is February 2026.
- Pat continues to bid and order materials.

Next meeting will be 10/16/2025 at 9:00am, Public Works Conference Room

5. Strategic Planning-Scott Lauridsen/Julie Constantinescu

Next meeting TBD at 2:00pm, second floor of City Hall

6. Lake Advisory Committee-Julie Constantinescu/Jay King

- Received a new bid to fix the spillway.
- Discussed upgrading the disc golf course driving platforms, and looking at financing options for that.
- Public Works crew will help with the disc golf course project and will work on cleaning up the trail openings.

Next meeting will be 10/21/2025 at 6:00pm, Community Center

7. Communications Advisory Board-Susan Pitts/Scott Lauridsen

- Had mainly introductions. Very early stages of this committee.

Next meeting will be 9/19/2025 at 2:00pm

I. City Administrator and Staff Comments

Citywide cleanup is this upcoming Saturday, October 11 from 8am-1pm.

J. Council & Mayor Comments

Council moved the food truck ordinance discussion to the Public Safety Committee if Susan Pitts is good with it going to her committee.

K. Executive Session

Cory Venable moved and Julie Constantinescu seconded to go into executive session with the Mayor, Council, and City Attorney Shaye Downing by zoom, for the purpose of non-elected personnel as attorney client privilege matter for 15 minutes, from 8:05pm until 8:20. Motion passes with a vote of 3 yes and 0 no.

Mayor Simoneau called the meeting back to order at 8:20pm.

The prior council negotiated a contract with Glenn Rodden which determined the terms and conditions of his employment and separation. Jay King moved and Julie Constantinescu seconded, to accept the separation agreement which complies with these terms. Motion passes 3-0.

L. Adjourn

Cory Venable moved and Julie Constantinescu seconded to adjourn the regular meeting. Motion passes 3-0. Time: 8:21 p.m.

Attest:

Amara M. Packard
City Clerk

CLAIMS BY VENDOR

INVOICE NUMBER	VENDOR NAME		GL ACCOUNT #	AMOUNT	PAYMENT		CHECK #	CHECK DATE
	REFERENCE				AMOUNT			
WC625167	ALS LABORATORY GROUP							
	FUEL ANALYSIS	11.24.2202		281.90				
						281.90	68643	10/21/25
WC625169	BASIC OIL ANALYSIS	11.24.2202		250.90				
						250.90	68643	10/21/25
1FHF-T9QK-F9PJ	AMAZON CAPITAL SERVICES							
	50 LETTER SIZES PENDAFLEX FOLD	01.07.3110		49.36				
						49.36	41482048	10/21/25
1GKD-FRXT-PLVM	CANDY FOR HALLOWEEN	01.01.3900		131.71				
						131.71	41482048	10/21/25
1JWC-QLPC-NR9H	22X11-10 TIRES/P332 4PR/2 PCS	03.01.3350		149.99				
	13/6.50-6 LAWN TIRES/2EA	03.01.3350		65.98				
						215.97	41482048	10/21/25
1JY3-WY7Q-V3TG	AIR COMPRESSOR ACCESSORY KIT	01.02.3530		55.86				
	AIR COMPRESSOR ACCESSORY KIT	01.05.3530		55.86				
	AIR COMPRESSOR ACCESSORY KIT	12.12.3530		55.86				
	AIR COMPRESSOR ACCESSORY KIT	18.22.3530		55.86				
	AIR COMPRESSOR ACCESSORY KIT	01.04.3530		55.86				
	AIR COMPRESSOR ACCESSORY KIT	03.01.3530		55.88				
						335.18	41482048	10/21/25
1MDH-K6TK-PYV4	SNOW PLOW MARKERS/QTY4	01.02.3330		135.96				
						135.96	41482048	10/21/25
1MFL-Y7CX-MFTK	3 DRAWER MOBILE FILE CABINET	01.01.3110		61.74				
						61.74	41482048	10/21/25
1WYN-6HDX-7C3Q	2026 TOP TAB YEAR STICKERS	01.07.3110		13.45				
	DESK FAN	01.01.3110		17.99				
	DESK FAN	01.07.3110		17.99				
	2 PACK P-TOUCH TAPE	01.07.3110		27.47				
	50 LEGAL SIZE PENDAFLEX FOLDER	01.07.3110		95.95				
						172.85	41482048	10/21/25
1X7V-TVGR-WTFQ	RED SHARPIES	01.02.3110		10.49				
	DIXIE LG PAPER PLATES 10"	01.02.3110		17.95				
	24 PACK SAFETY GLASSES	01.02.3110		30.99				
	MULTIFOLD PAPER TOWELS/2 BOXES	01.02.3110		69.18				
	TOILET PAPER	01.02.3110		62.73				
						191.34	41482048	10/21/25
1XJ4-RYV4-C9NT	AIR BRAKE CHAMBER RELEASE TOOL	18.22.2540		54.98				
						54.98	41482048	10/21/25
6503826-08	ANIXTER INC							
	FUSES/CONNECTORS	11.25.4239		170.43				
						170.43	68644	10/21/25
6503826-09	FUSES	11.25.4239		548.98				
						548.98	68644	10/21/25
6526965-00	STREET LIGHT FIXTURES	11.25.4550		2,785.22				
						2,785.22	68644	10/21/25
6526965-01	STREET LIGHT FIXTURES	11.25.4550		520.64				
						520.64	68644	10/21/25
6527752-00	JUNC LD BRK 200A	11.25.4131		4,113.26				
						4,113.26	68644	10/21/25
6527752-01	3PH FBRGLS MUNSELL GREEN	11.25.4131		13,406.18				
						13,406.18	68644	10/21/25
6530287-00	PEDESTAL CONNCT 6 OUTLETS	11.25.4235		2,864.26				
						2,864.26	68644	10/21/25



SPECIAL EVENTS APPLICATION

Submit completed application to City Clerk Office thirty (30) days prior to event

Date: October 6, 2025

Name of contact person Monica Brovont

Phone 785-594-3200

Email admin@baldwincitychamber.com

Name of Sponsoring Business or Organization (if different than above)

Baldwin City Chamber of Commerce

Address or location of event downtown Baldwin City (8th and High Streets)

Describe the type of event proposed Hometown Halloween - trunk-or-treat

Date(s) of proposed event: Friday, October 31, 2025

Hours of operation: 4:00 pm - 7:00 pm (actual event hours 5-6:30 pm)

Please describe the details of your event in the space provided below. Attach additional sheets if necessary Vehicles will park in parking spaces + pass out treats from their trunks.

Attendance: Total anticipated attendance: Persons 1,000 Vehicles 50-60

Electrical - does your event require electricity? ☐ No ☒ Yes (if yes, show location(s) on map)

Barricades – does your event require street closure? ☐ No ☒ Yes (if yes, show location(s) on map)

Trash: How will trash be managed? ☐ Provide Own Trash Receptacles

☒ Request City Services (show location(s) on map)

Restrooms: Number of Portable Restrooms ⁰ _____

Company to place/remove ⁻⁻⁻ _____

Company contact info ⁻⁻⁻ _____

Structures: Are temporary buildings, site improvements or alterations, grills, tents, canopies, inflatable structures, or live music proposed with this request? ☐ No ☒ Yes

If yes, please describe:

The trunks may have canopy tents or other paraphernalia set up behind their vehicles.

Signs: Are signs or attention attracting devices proposed with this event? ☒ No ☐ Yes (if yes, show on map)

Publicizing Event: Will the proposed event be advertised to the public?

☐ No ☒ Yes – Flyers ☒ Yes – Newspapers ☐ Yes – Radio/TV (*Please attach copy*)

REQUIRED DOCUMENTS CHECK LIST:

☒ **Completed Application**

☒ **Map** - Attach a map showing street(s) and location of the event as described above.

☒ **Insurance coverage** – Applications for all events *held on public property and/or assisted by the City of Baldwin City* must be accompanied by a Certificate of Insurance identifying the City as "Additional Insured." Proof of liability and bodily injury insurance coverage at a minimum amount of \$500,000.00 combined single limit per occurrence with a minimum aggregate limit of \$1,000,000 is required. Insurance certificates must reference the event to be held and be dated within 30 days of the event. Contact City Clerk Packard at apackard@baldwincity.gov or call 785.594.6427 to confirm if applicable to your event.

☒ **Non-Profit:** Fee's may be waived by the City Administrator if a letter showing non-profit status is included with application.

☐ **Application fees:** \$100.00

☐ **Utility fees:** If electric service is requested, a fee of \$25.00 plus the cost of electricity used will be assessed.

☐ Applicants must complete a utility card in advance and include with the application.

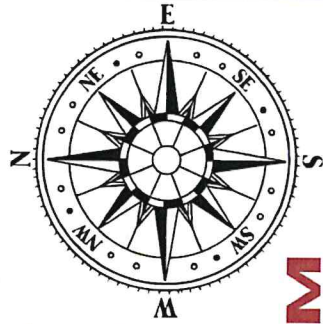
☐ **Alcohol:** If alcohol is to be served or sold a copy of the *approved KSDR Form ABC-830 Temporary Permit Application and Agreement* on file with the City Clerk.

I certify that the information contained in and attached to this application is correct, and I agree to abide by the terms of the Code of the City of Baldwin City, Kansas, which regulate special events, and by the specific terms and stipulations of this permit.

By signing this application, the applicants for a Special Event Permit agree to hold the City of Baldwin City and its employees harmless for any and all claims, lawsuits, or liability including attorney fees, costs allegedly arising out of loss, damages, or injury to person or person's property occurring during the course of or pertaining to the Special Event caused by the conduct of employees or agents of applicants.

Applicants Signature: 

Applications for a special event filed after thirty (30) days prior to the event may not be considered



HOMETOWN HALLOWEEN

**OCTOBER 31
5 PM - 6:30 PM**

 = trunk or treat booths

= activities at Lumbeyard Arts Center, Baldwin City Library, and City Hall

ENTER HERE



High St



street closed at alley

Grove St

Grove St

Grove St

Grove St

7th St

7th St

street closed

Electricity

High St

High St

High St

High St

High St

alley closed

street closed

street closed



street closed at alley



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Wesley Tedlock PHONE (A/C, No, Ext): (785)856-5100 E-MAIL: wesley@integritymw.com ADDRESS: Integrity Midwest Insurance, LLC 3301 Clinton Pkwy Ct. Lawrence, KS 66047	FAX (A/C, No): (888)900-4599
INSURED	INSURER A: Hartford Underwriters Ins Co INSURER B: Hartford Property & Casualty INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 30104 34690

COVERAGES

CERTIFICATE NUMBER: 00031938-177320

REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			37SBAAW3CKA	03/01/2025	03/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	37WECAW3CTF	03/01/2025	03/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Baldwin City
803 8th St.
Baldwin City, KS 66006

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(WRT)

DELIVERY POINT FACILITIES AGREEMENT

Among

KANSAS MUNICIPAL ENERGY AGENCY,

CITY OF BALDWIN CITY, KANSAS,

And

EVERGY METRO, INC.

THIS DELIVERY POINT FACILITIES AGREEMENT (hereinafter referred to as “Agreement”) is made this _____ day of October, 2025, among Kansas Municipal Energy Agency, hereinafter called “KMEA,” City of Baldwin City, Kansas, hereinafter called “Customer,” and Evergy Metro, Inc., a Missouri corporation, hereinafter called “Evergy.” For purposes of this Agreement, “Party” shall mean KMEA, Customer or Evergy, individually, and “Parties” shall mean KMEA, Customer and Evergy, collectively.

RECITALS

WHEREAS, KMEA is a wholesale electric power supplier for municipal utilities located in Overland Park, Kansas; and

WHEREAS, Customer is a municipal utility, a member of KMEA, with headquarters in and serving Baldwin City, Kansas; and

WHEREAS, Evergy is an electric utility engaged in, inter alia, the business of generating, transmitting, distributing, and/or selling electric power and energy and related services in the States of Kansas and Missouri; and

WHEREAS, Evergy’s transmission facilities are under the operational control of the Southwest Power Pool, Inc. (“SPP”); and

WHEREAS, Evergy’s distribution facilities are interconnected to the facilities of Customer; and

WHEREAS, Customer procures Network Integration Transmission Service from KMEA under such entity’s Network Integration Transmission Service Agreement; and

WHEREAS, Customer requested Evergy to evaluate the impacts of the addition of 4 MW of diesel generation for a total interconnection of 14 MW of generation in Baldwin City, Kansas on the Evergy system. The interconnection will be to the Baldwin City 12.47kV distribution system, which is served by a 34.5 kV bus from Evergy’s West Gardner 161 kV substation. A system impact study was initiated to evaluate back feed onto transmission equipment pursuant to SPP Business Practice 7250; and

WHEREAS, Evergy has issued an Affected System Study Report that includes the results of the system impact study; and

WHEREAS, any future modifications would be discussed for identification of responsibilities, so nothing is implied beyond what the plain language of that and other sections assign in terms of obligations; and

WHEREAS, Evergy issued a Load Connection Study that includes the results of the load connection study; and

WHEREAS, Customer and Evergy are party to an Interconnection Agreement (“IA”) which includes terms and conditions defining requirements for interconnected operation of the Parties’ respective systems.

WHEREAS, Customer and Evergy agreed to relocate existing metering from City owned substation to the 34.5kV circuit at the point of demarcation located at or around 6th and Orange streets in Baldwin City, Kansas.

NOW, THEREFORE, the Parties agree as follows:

Section 1 Location

The changes covered by this Agreement will be made to the Distribution System served by the West Gardner and South Ottawa 161 kV Delivery Points.

Section 2 Obligations and Ownership

Each Party’s obligations are as follows:

- a) At its own expense, Customer will design, procure, construct, own, and maintain its new and upgraded facilities. The Customer’s total generation capacity including the new diesel units is approximately 14 MW. These Customer facilities collectively are referred to as the “Customer DP Facilities.”

Upon final design approval, Customer will provide any applicable one-line drawings of the Customer DP Facilities to Evergy engineering personnel for review and modeling prior to construction. No such review and approval will constitute a waiver by any Party of any provision of this Agreement or an endorsement by Evergy of the design of the portion of the Customer DP Facilities or other assurance by Evergy of the safety, durability or reliability of Customer DP Facilities.

- b) Evergy will design, procure, install, own, and maintain the following upgraded facilities. The required Evergy-owned upgrades are the Transformer LTC controls for both of the 161/34kV Transformers at the West Gardner and South Ottawa substations (hereinafter, Evergy Local Delivery Facilities (“Evergy LDF”)). The estimated total cost for the Evergy LDF is \$100,000. Costs related to the Evergy LDF and their operation and maintenance will be recovered as discussed in Section 3 of this Agreement.

- c) The in-service date for the interconnection to the Evergy LDF is estimated to be 6 months after the effective date of this Agreement. Evergy will make best efforts to coordinate all involved projects so that the desired Customer in service date can be achieved.
- d) KMEA will make reasonable efforts to include the Customer's new diesel generation units as a designated Network Resource under its Network Integration Transmission Service Agreement for Network Integration Transmission Service with SPP (SPP SA 1266) if KMEA designates the diesel generation units as a Network Resource.
- e) Evergy to build new 34.5kV metering point on the circuit at the point of demarcation. Customer will be responsible for the metering costs. Evergy to remove old metering from the Customer owned substation in Baldwin City.

Section 3 Costs and Billing

Attachment A sets forth an estimate of the Parties' cost responsibilities under this Agreement. Such estimate does not constitute a fixed price for, or cap or floor on, any amounts that may be payable by Customer to Evergy.

If this project is cancelled prior to final completion, Customer will be responsible for all reasonable and verified Evergy costs incurred including, but not limited to, the Evergy LDF costs, to the extent the Evergy LDF are not used and useful, and will reimburse Evergy for such costs.

After the Evergy LDF are placed in service, Evergy shall determine the total actual installed cost of the Evergy LDF.

The costs associated with the Evergy LDF and ongoing operation and maintenance associated therewith will be collected pursuant to Section 8 of Attachment 1 of the KMEA NITSA (SPP SA 1266), i.e., through the "Wholesale Distribution Service Charge" (hereinafter "WDS Charge").

If KMEA is the Transmission Customer under the KMEA NITSA and pays SPP the WDS Charge pursuant to the SPP Tariff, Evergy will be paid the WDS Charge by SPP. The Agreement does not address obligations between KMEA and Customer.

The WDS Charge shall be calculated and filed as a change to Appendix 4 of the KMEA NITSA under FPA Section 205.

The WDS Charge shall be effective the first day of the calendar month following the in-service date of the LDF, but will not be invoiced by SPP

until the Federal Energy Regulatory Commission (FERC) has accepted the revisions to KMEA SPP NITSA Appendix 4.

If KMEA/Customer in good faith disputes the charges with respect to facilities collected under this Agreement, KMEA/Customer will: (i) explain the basis for the dispute in writing to Evergy within fifteen (15) Calendar Days of the date of the invoice and, (ii) without prejudice to its claim for refund of any disputed amount, pay the entire portion of the invoiced amount on or before the due date stated on the invoice. Any such disputes as to such invoices shall be resolved pursuant to the Dispute Resolution Section. If the determination of such dispute resolution process is that Evergy is required to refund any portion of the disputed amount, Evergy shall promptly refund such amount, with interest computed in accordance with 18 C.F.R. §35.19a(a)(2).

Section 4 Joint Use and Access

- a) There are no joint use DP Facilities associated with this Agreement.
- b) Upon reasonable notice and with supervision (or, in the case of emergency, without notice or supervision), each Party is hereby given the right to enter upon the lands occupied by the other Party(ies) on a temporary basis as necessary to enable such Party to perform its obligations under this Agreement, provided that the Party making such entry shall (a) comply with safety and security procedures as specified by the Party that occupies the land and (b) shall not interfere with the operations of the Party that occupies the land.
- c) No Party will directly or indirectly do or permit any act or omission that would give rise, with respect to any obligation of such Party or any of its affiliates, subcontractors, or suppliers, to any lien or encumbrance on any real property interest or other property held by the other Party(ies). A Party that becomes aware of any such lien or encumbrance on the property of the other Party(ies) shall promptly: (a) notify the other Party(ies) and, (b) at its own expense, take such action as may be necessary to duly discharge such lien or encumbrance.
- d) Each Party shall be liable for any property damage and any injuries incurred by any of its employees, agents, contractors or other representatives while working on site at a facility owned or operated by the other Party(ies), except with respect to injuries, death or damage to the extent caused by the negligence, gross negligence, strict liability in tort, or willful misconduct of such other Party(ies), which shall be subject to the indemnification obligations set forth in this Agreement.

Section 5 Installation, Operation and Maintenance, and NERC Compliance

- a) The “DP Facilities” (collectively, the Customer DP Facilities and the Evergy LDF) to be installed by any party pursuant to this Agreement shall be installed in accordance with applicable law, governmental approvals, and Good Utility Practice. Good Utility Practice shall mean the practices, methods, acts, and standards of safety and performance engaged in or approved by a significant portion of the electric utility industry in the design, engineering, construction, and operation of facilities of a type and size similar to the Customer DP Facilities and Evergy LDF, as well as good, safe, and prudent engineering practices normally utilized in the United States, taking into account conditions in the general locale of the DP Facilities that, at a particular time, in the exercise of reasonable judgment at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with all legal requirements, applicable industry codes and standards, equipment manufacturer’s recommendations, reliability, safety, environmental protection, economy, and expedition.
- b) Each Party will operate and maintain its own DP Facilities in accordance with Good Utility Practice and the terms of this Agreement, including the Attachments. Each Party will bear the costs associated with operating and maintaining the DP Facilities which it owns. As necessary, the Parties shall work in good faith to coordinate the operation and maintenance of their respective DP Facilities in the event that either Party’s operating and maintenance work adversely impacts the safety or reliability of the Customer DP Facilities, or the Evergy LDF.
- c) Evergy will have responsibility for compliance with any and all applicable North American Electric Reliability Corporation (NERC) or SPP Reliability standards, if any, for the DP Facilities owned, operated, and maintained by Evergy under this Agreement. KMEA/Customer will have responsibility for compliance with any and all applicable NERC or SPP Reliability standards for the DP Facilities owned, operated, and maintained by KMEA/Customer under this Agreement. The Parties shall coordinate operations in the same manner as required of any interconnected transmission operators.
- d) The Parties’ obligations relating to future modifications of the West Gardner and South Ottawa 161 kV Delivery Points will be addressed, as needed, by written amendment to this Agreement.

Section 6 Attachments and Other Incorporated Information

The following Attachments are incorporated into and made part of this Agreement, and shall be in force and effect unless superseded by a subsequent Attachment or Attachments approved by the Parties:

- a) Attachment A – Ownership, Installation, Operation & Maintenance Provisions for the Customer DP Facilities and Evergy LDF. As the DP Facilities and the conditions for ownership, installation, operations and maintenance of such DP Facilities may change during the term of this Agreement, the changes shall be set forth in Attachment A as they occur from time to time.
- b) Attachment B – one-line diagram of the Customer DP Facilities.
- c) Attachment C – Load Connection Study.
- d) Attachment D – Affected System Study Report(s).

The following information is also incorporated into and made a part of this Agreement and shall be in force and effect as updated from time to time, as required by the relevant reliability standard:

- e) Evergy Facility Interconnection Requirements, which are available on Evergy's website, per the North American Electric Reliability Corporation's requirement.

Section 7 Waiver of Consequential Damages

In no event shall one Party be liable to another Party(ies) under this Agreement for any indirect, special, or consequential damages, including, but not limited to, loss of use, loss of revenue, loss of profit, and/or cost of replacement power, interest charges, cost of capital, claims of its customers to which service is made, and any other cause howsoever arising.

Section 8 Notices

Any notice, demand, request, or communication required or authorized by this Agreement shall be hand delivered or mailed by certified mail, return receipt requested, with postage prepaid, to Parties as follows:

For KMEA:

KMEA
General Manager
6300 W 95th Street
Overland Park, Kansas 66212
Telephone: (913) 677-2884
Email: mahlberg@kmea.com

For [Evergy contractual issues]:

Lance Miller
Corporate Counsel Director
Telephone: (785) 508-2382
Email: lance.miller@evergy.com

For Customer:

Russ Harding
Interim City Administrator
City of Baldwin City, KS
803 8th St.
Baldwin City, Kansas 66006
Telephone: (785) 594-6907
Email: rharding@baldwincity.gov

For [Evergy operational issues]:

Ryan Mulvany
VP Distribution
Telephone: (816) 652-1507
Email: ryan.mulvany@evergy.com

The designation, title or address of the position to be notified may be changed at any time by written notice.

Section 9 Limitation of Liability

A Party shall not be liable to another Party(ies) in the event it is prevented from providing service contracted for hereunder, in whole or in part, for any of the reasons set forth in Section 11 of this Agreement entitled “Continuity of Connection Service.” The Party providing service shall be prompt and diligent in attempting to remove the cause of its failure to perform, and nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed; however, the Party providing service shall not be obligated to agree to any settlement of a strike or labor dispute which, in that Party’s sole opinion, may be inadvisable or detrimental.

Section 10 No Third-Party Beneficiary

No provision of this Agreement shall in any way inure to the benefit of any customer of KMEA, Customer, or Evergy, or any other person so as to make the customer or person a third-party beneficiary of this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

Section 11 Indemnity

A. Subject to the section entitled “limitation of liability” of this agreement, each party shall at all times indemnify, defend and hold harmless the other party(ies), its shareholders, customers, partners, affiliates, employees, consultants, representatives, agents, successors and assigns (“indemnified party”) from any and all liability, damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties (“indemnifiable claims”), to the extent arising out of or resulting from the other party(ies)’s (“indemnifying party”) negligence, intentional wrongdoing, or action or inaction in the performance of its obligations under this interconnection agreement, except to the extent any such indemnifiable claims are attributable to negligence, intentional wrongdoing, or breach hereunder by the indemnified party. Nothing in this agreement shall relieve the parties of any liability to the other for any breach of this agreement.

B. Promptly after receipt by an indemnified party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the provisions of paragraph a, above, may apply, the indemnified party shall notify the indemnifying party of such fact (“notice of claim”). Upon receipt of the notice of claim, the indemnifying party shall control the selection of counsel to defend and the defense of such action. The indemnified party shall have the right to recommend the counsel of its choice to defend the action, which counsel shall be considered by the indemnifying party and used if not objectionable.

C. Notwithstanding subsection b above, the indemnified party shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such indemnified party, when and as incurred, unless: (i) the employment of counsel by such indemnified party has been authorized in writing by the indemnifying party; (ii) the indemnified party shall have reasonably concluded and specifically notified the indemnifying party that there may be a conflict of interest between the indemnifying party and the indemnified party in the conduct of the defense of such claim or action; or (iii) the indemnifying party shall not in fact have employed independent counsel to assume the defense of such claim or action.

Section 12 Risk of Loss

Each Party shall have the full risk of loss for its own equipment and material, and each Party shall obtain insurance coverage accordingly.

Section 13 Governing Law

This Agreement shall be interpreted and governed by the laws of the State of Kansas or the laws of the United States of America, as applicable, without regard to conflict of laws provisions.

Section 14 Regulation

This Agreement and all rights and obligations of the Parties hereunder are subject to acceptance for filing by FERC, and to all applicable state and federal laws and regulations. Nothing contained in this Agreement shall be construed as affecting in any way the right of a Party, as the case may be, to unilaterally file with FERC an application for a change in rates, charges, classification, service or any rule, regulation or contract relating thereto under Section 205 or 206 of the Federal Power Act and pursuant to the FERC's Rules and Regulations promulgated thereunder.

Section 15 Successors and Assigns

This Agreement shall be binding upon the respective Parties and their successors and assigns on and after the effective date hereof. None of the provisions of this Agreement, whether in whole or in part, shall be assigned by a Party to any third party without the written consent of the other Party(ies), which shall not be unreasonably withheld, except that a Party may without the consent of the other Party(ies) assign to a successor in the event of a merger or reorganization, and such successor shall be bound by all terms and conditions hereof and shall assume all obligations of the assignor, and provided further this Section is not a restriction on a Party's ability to pledge its electric transmission or distribution system as security under a mortgage or trust indenture.

Section 16 Severability

If any governmental agency or court of competent jurisdiction holds that any provision of this Agreement is invalid, or if as a result of a change in any federal or state law or constitutional provision, or any rule or regulation promulgated pursuant thereto, any provision of this Agreement is rendered invalid or results in the impossibility of performance thereof, the remainder of this Agreement not affected thereby shall continue in full force and effect; provided, however, that if the impact of such holding or promulgation materially increases the cost of providing service hereunder or materially increases or decreases the amount of

compensation to be paid for services rendered hereunder, a Party may within 90 days after the issuance of such holding or promulgation terminate this Agreement by giving not less than thirty days prior written notice to the other Party(ies). In any event, Parties shall promptly renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect.

Section 17 Effective Date and Term of Agreement

- a) This Agreement shall become effective on the date established by FERC. Evergy shall promptly file this Agreement with FERC upon its execution or seek to have SPP file it on its behalf.
- b) If FERC or any reviewing court, in such order or in any separate order, suspends this Agreement or any part thereof, institutes an investigation or proceeding under the provisions of the Federal Power Act with respect to the justness and reasonableness of the provisions of this Agreement or any other agreement referred to or contemplated by this Agreement, or imposes any conditions, limitation or qualifications under any of the provisions of the Federal Power Act which individually or in the aggregate are determined by one of the Parties to be adverse to it, then any Party may terminate this Agreement upon written notice to the other Part(ies). Alternatively, the Parties can agree that the Agreement should remain in effect, with each Party retaining its rights to address any relevant order, including seeking to negotiate with the other Party(ies) an amendment to the Agreement
- c) This Agreement may be terminated as follows in addition to as described in Section 17(b):
 - 1) This Agreement may be terminated by mutual written agreement of the Parties;
 - 2) A Party may terminate this Agreement (a) if any governmental authority denies approval of any necessary or appropriate approvals; (b) a Party ceases to maintain any governmental approval necessary for such Party's performance of this Agreement or the contemplated ownership or operation of the DP Facilities; or (c) if any governmental authority shall have issued an order, decree, ruling, or other action restraining, enjoining, or otherwise prohibiting a Party's performance of this Agreement or its contemplated ownership or operation of the DP Facilities;
 - 3) A Party may terminate this Agreement for default or breach;

- 4) A Party may terminate the Agreement when KMEA/Customer has removed its equipment in accordance with the Section 6 of this Agreement entitled “Removal of Facilities”;
- 5) A Party may terminate the Agreement upon termination of the IA referenced in the Recitals or any successor to the IA;
- 6) No termination of the Agreement will be effective until that date FERC authorizes the termination.

Section 18 Dispute Resolution

Any dispute among the Parties regarding this Agreement shall be resolved pursuant to Section 12 of the SPP Tariff, or otherwise, as mutually agreed by the Parties.

Section 19 Relationship to NOA

The Network Operating Agreement between SPP, Evergy and KMEA under the Southwest Power Pool’s OATT shall govern all other aspects of the relationship between Evergy and KMEA.

Section 20 Execution by Multiple Counterparts

This Agreement may be executed in multiple counterparts, all of which together shall constitute a single Agreement.

In Witness Whereof, the Parties have caused this Agreement to be duly executed as of the day and year first above written. All signatories to this Agreement hereby represent and warrant that they have the authority to execute this Agreement and bind their respective parties.

Kansas Municipal Energy Agency

By: _____ Title _____ Date _____
Paul Mahlberg

City of Baldwin City, Kansas

By: _____ Title _____ Date _____
Russ Harding

Evergy Metro, Inc.

By: _____ Title _____ Date _____
Ryan Mulvany

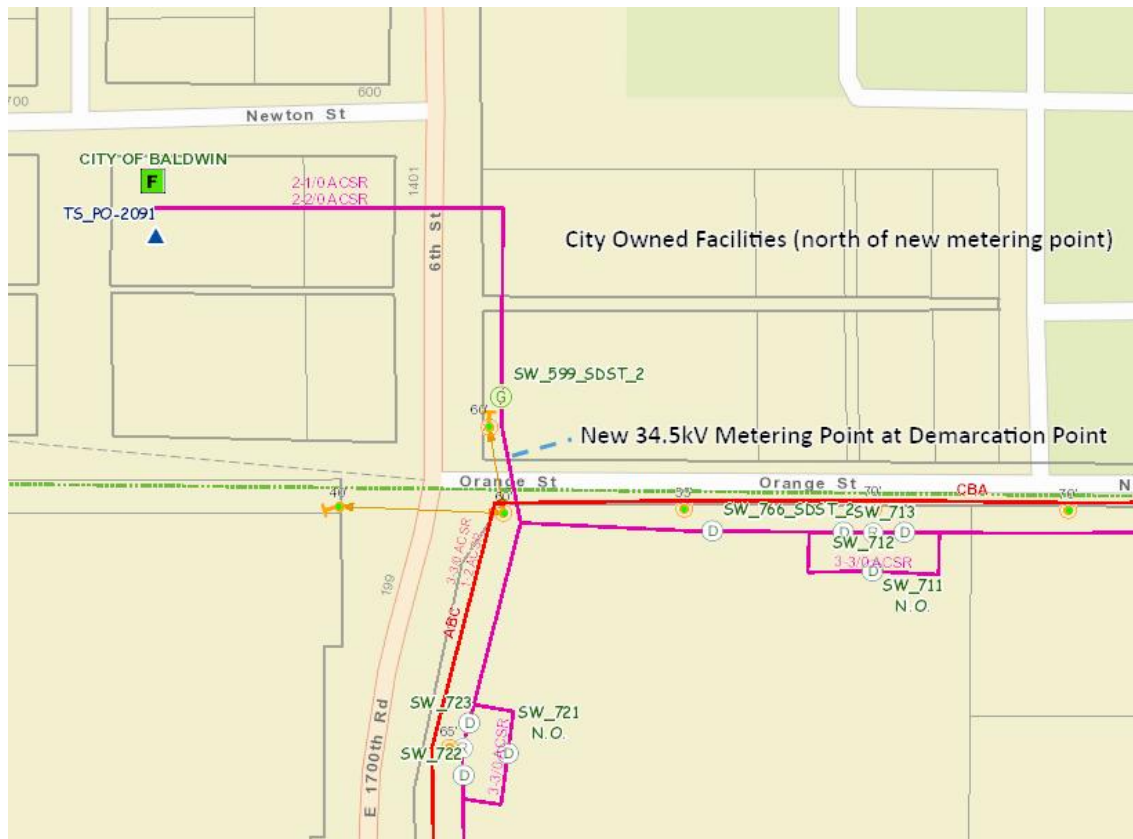
ATTACHMENT A

OWNERSHIP, INSTALLATION, OPERATION & MAINTENANCE PROVISIONS

FOR THE West Gardner DP

	Description (Network/Local)	Ownership	Installation	Maintenance Responsibility	Financial Responsibility For Procurement and Construction	Financial Responsibility For O&M	Financial Responsibility For Replacement
1	Customer DP Facilities	Customer	Customer	Customer	Customer	Customer	Customer
2	Evergy LDF	Evergy	Evergy	Evergy	All customers	All customers	All customers
3							
4							
5							
6							

ATTACHMENT B
CUSTOMER DELIVERY POINT FACILITIES
NOT FOR CONSTRUCTION





Load Connection Study

Baldwin City Delivery Point

May 8, 2024

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Executive Summary

KEPCo's Baldwin City has a current load at the West Gardner 161kV and are requesting to add a new 34.5kV substation. The expected in-service date for the addition will be in the 6/1/2025. This study is performed to maintain compliance with NERC Reliability Standard FAC-002 and Attachment AQ of the Southwest Power Pool (SPP) Open Access Transmission Tariff. The study agreement number associated with this project is DPA-2024-May-1951. Based on the results of the study, adding the new delivery point does not cause any adverse impact on the Evergy transmission system.



Approximate location of the West Gardner 161kV Substation

Introduction

History and Background

KEPCo's Baldwin City has a current load at the Newton substation served by West Gardner 161kV and is requesting to add a new 34.5/12.4kV substation at 6th & Orange Steet in Baldwin City, KS by June 1, 2025. This study is performed to maintain compliance with NERC Reliability Standard FAC-002 and Attachment AQ of the Southwest Power Pool (SPP) Open Access Transmission Tariff. The study agreement number associated with this project is DPA-2024-May-1951.

Load

The peak load at the West Gardner 161kV delivery point is expected to be 11.259 MW in 2025 with a general trend of load growth year over year to approximately 12.242 MW. The load forecast for the delivery point is provided in Attachment A.

Study Method

Scope

The power flow cases studied were the seasonal cases developed by the SPP Integrated Transmission Planning (ITP) 2023 series for 2024, 2027 and 2032 Light, Summer & Winter Cases.

The short circuit case studied was the max-fault summer topology case developed by the SPP MDAG 2023 series (2023MDAGPF-24S_Evergy_MAX_FAULT).

Summary of Modeling Methods and Analysis

The study considers all TPL-001-5 P1 and P2 contingency events that do not allow interruption of firm transmission service or non-consequential load loss in the Evergy area.

The study compares each base case against a change case with the added load at the new delivery point. The load was modeled at the West Gardner 161kV bus using an 80% power factor.

Results

Power Flow Analysis

No new overloads or voltage violations were identified with the load transferred to the new delivery point.

Short Circuit Analysis

As part of the delivery point addition, a short circuit study was performed to determine the available fault current and Thevenin sequence impedances at the West Gardner 161kV bus (542966) using PSSE activity ASCC.

- Three-phase fault current was calculated to be 29,039.9 Amps. (Attachment B)
- Phase-to-ground fault current was calculated to be 29,256.7 Amps. (Attachment B)

Dynamics Analysis

This load connection is not anticipated to cause angular stability or voltage recovery concerns; therefore, a transient stability study was not performed.

Conclusions and Recommendations

According to the results of the study based on the 10-year load forecast in attachment A, the new delivery point at the West Gardner 161kV bus will have no adverse impact on the Evergy transmission system.

Attachment A – Load forecast for the West Gardner 161kV DP

The load forecast at the new delivery point is as follows (MW):

LOAD	2025 (MW)	2026 (MW)	2027 (MW)	2028 (MW)	2029 (MW)	2030 (MW)	2031 (MW)	2032 (MW)	2033 (MW)	2034 (MW)
Summer	11.259	11.371	11.483	11.597	11.712	11.828	11.930	12.033	12.137	12.242

Attachment B – Short Circuit Results

West Gardner 161kV

3PH Fault		SLG Fault		Thevenin Impedance (PU on 100 MVA and nominal bus voltage base)		
Amp	MVA	Amp	MVA	Positive Sequence	Negative Sequence	Zero Sequence
29039.9	8098.08	29256.7	8158.52	0.197+j3.272	0.216+j3.297	0.291+j3.165



Affected System Study

Baldwin City 4 MW Diesel Units

March 2023

Internal Use Only

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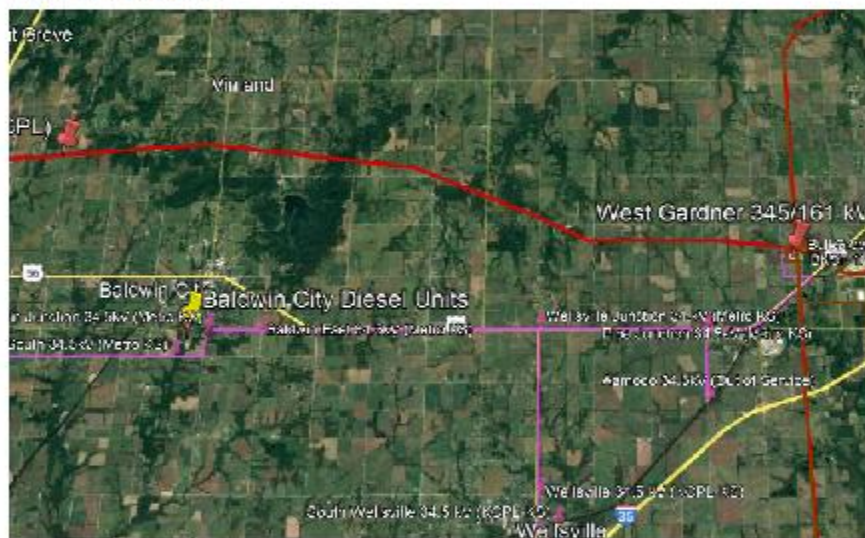
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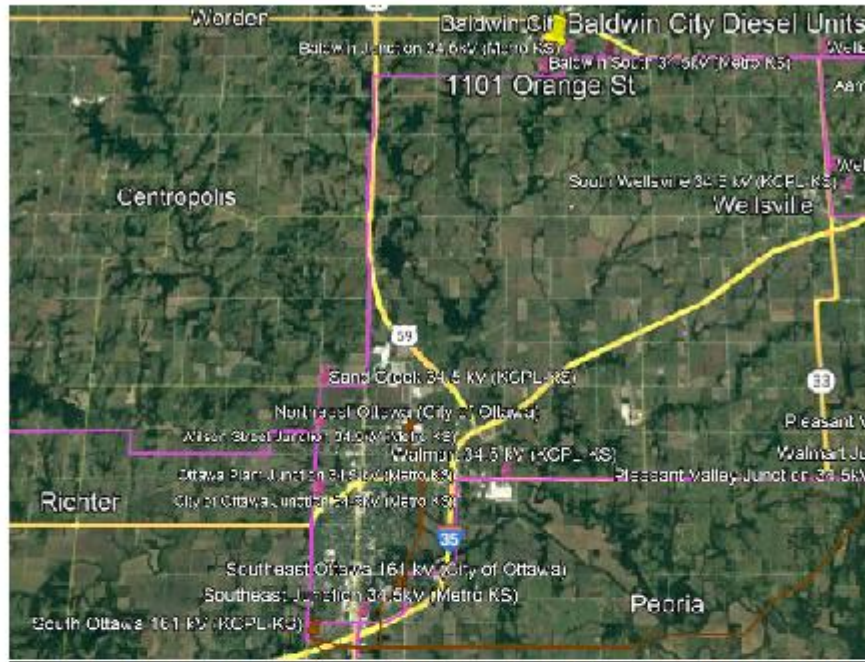
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Executive Summary

This report summarizes the results of an Affected System Study performed by Evergy (Transmission Planner) to evaluate a new generation interconnection request by KMEA for 4 MW of Diesel Units at Baldwin City, Kansas. The new interconnection will be on the 13.8kV bus behind the meter at the West Gardner 161kV substation, with a contingent feed from the South Ottawa 161kV. A system impact study was initiated to evaluate back feed onto the transmission equipment. This report includes the results of the system impact study. This study is performed to maintain compliance with NERC Reliability Standard FAC-002. This generator interconnection request is connecting to a non-FERC jurisdictional transmission system facility and is not subject to SPP Generator Interconnection Procedures located in Attachment V of SPP Open Access Transmission Tariff. There will be required distribution upgrades at West Gardner and South Ottawa. High level estimates for the upgrades to the West Gardner and South Ottawa substations Transformer LTC control at the point of interconnection is \$100,000. These estimated costs are subject to change.



Showing the location of Baldwin City Diesel Units interconnection at West Gardner 161kV substation



Showing the location of the Baldwin City Diesel Units interconnection at the South Ottawa 161 substation

Introduction

The new diesel generator interconnection will be on the 34kV bus behind the meter, normally fed from the West Gardner 161kV substation, with a contingent feed from the South Ottawa 161kV substation.

This study is performed to maintain compliance with NERC Reliability Standard FAC-002. This generator interconnection request is connecting to a non-FERC jurisdictional transmission system facility and is not subject to SPP Generator Interconnection Procedures located in Attachment V of SPP Open Access Transmission Tariff.

Project Location and Existing Facilities

Generation equipment for the new generator interconnection is assumed to be located at 1011 Orange Street, Baldwin City, Kansas and fed from the West Gardner and South Ottawa 161kV substations.

Required Facility Upgrades

This interconnection will require the following upgrades to the West Gardner and South Ottawa substations:

- Upgrade Transformer LTC controls at West Gardner and South Ottawa

High level estimates for the above upgrades at West Gardner and South Ottawa is \$100,000 (\$50,000 each). These estimated costs are subject to change.

New Facilities

Once constructed and available, technical information associated with the generating facility and interconnection facilities shall be provided through the Generation Interconnection Application (Form A or Form B) of the [Evergy Facility Interconnection Requirements](#) in order to accurately model all components.

The interconnection customer shall deliver to Evergy (Transmission Planner) "as-built" drawings, information and documents for the interconnection facilities, such as: a one-line diagram, a site plan showing the generating facility and the interconnection facilities, plan and elevation drawings showing the layout of the interconnection facilities, the facilities connecting the generating facility to the step-up transformers and the interconnection facilities, the impedances (determined by factory tests) for the associated step-up transformers and the generating facility, specifications for the excitation system, automatic voltage regulator, generating facility control and protection settings, and transformer tap settings, if applicable.

Study Method

Scope

The power flow study considers all TPL-001-4 P1 and P2 contingency events that do not allow interruption of firm transmission service or non-consequential load loss in the Evergy

area. The study compares the base case against a case with the added generation at the new interconnection point using PSS/E activity ACCC.

The power flow cases studied are the seasonal cases developed by the SPP Model Development Advisory Group (MDAG) 2022 Build Light Load, Summer and Winter cases for the years of 2024, 2027 and 2032.

As part of the new generator interconnection, a short circuit study is performed to determine the fault current at the West Gardner 161kV and South Ottawa 161kV bus, using PSS/E activity ASCC. The short circuit case studied is the MDAG 2022 Build Max Fault case for 2023 Summer.

This generator interconnection is judged not to adversely impact dynamic performance; therefore, a transient stability study is not performed.

Generation

The new generation at the Baldwin City Diesel site is expected to have a nameplate rating of 4MW, with reactive limits based on the power factor of the machine, which is assumed to be 90%.

Results

Power Flow Analysis

No new overloads or voltage violations were identified with the interconnection point.

Short Circuit Analysis

- For a 3-Phase fault at the West Gardner 161kV bus (# 542966), the fault current is estimated to be 28,389 Amps. (Attachment A)
- For a Phase-to-Ground fault at the West Gardner 161kV bus (# 542966), the fault current is estimated to be 28,752 Amps. (Attachment A)
- For a 3-Phase fault at the South Ottawa 161kV bus (# 543066), the fault current is estimated to be 7,148 Amps. (Attachment A)
- For a Phase-to-Ground fault at the South Ottawa 161kV bus (# 543066), the fault current is estimated to be 6,840 Amps. (Attachment A)

Conclusions and Recommendations

The Baldwin City Diesel interconnection is not expected to have an adverse impact on the Energy Transmission System. High level estimates for the upgrades to the distribution system is \$50,000 for West Gardner and \$50,000 for South Ottawa.

Attachment A – Short Circuit Results**West Gardner 161kV**

3-PH FAULT		L-G FAULT		THEVENIN IMPEDANCE (PU on 100 MVA and bus base KV)		
AMP	MVA	AMP	MVA	Positive Sequence	Negative Sequence	Zero Sequence
28388.6	7916.46	28752.0	8017.79	0.198 + j3.268	0.217 + j3.288	0.281 + j3.118

South Ottawa 161kV

3-PH FAULT		L-G FAULT		THEVENIN IMPEDANCE (PU on 100 MVA and bus base KV)		
AMP	MVA	AMP	MVA	Positive Sequence	Negative Sequence	Zero Sequence
7147.6	1993.19	6840.0	1907.41	1.609 + j12.905	1.664 + j12.934	1.807+j14.612

ELECTRIC INTERCONNECTION AND DELIVERY SERVICE AGREEMENT

EVERGY METRO, INC.

AND

CITY OF BALDWIN CITY, KANSAS

Rate Schedule No. 141

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ELECTRIC INTERCONNECTION AND DELIVERY SERVICE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2025, by and between EVERGY METRO, INC., a Missouri corporation having its principal place of business at Kansas City, Missouri (the “Company”), and the CITY OF BALDWIN CITY, a Kansas municipal corporation located in Douglas County, Kansas (the “City”). The Company and the City are each individually referred to as a “Party” and collectively referred to as the “Parties” herein.

WITNESSETH:

WHEREAS, the Company, a regulated public utility, is engaged in the production and transmission of electric power and energy and its distribution and sale in portions of the State of Kansas, including the County of Douglas, Kansas through the use of its electric system (the “Company System”); and

WHEREAS, the City, through its municipal electric system (the “City System”), is engaged in the production, distribution, and sale of electric power and energy within the City’s jurisdiction; and

WHEREAS, the City desires to maintain electrical interconnection with the Company for operation of the City System; and

WHEREAS, the Company and the City are willing to maintain such electrical interconnection and provide for the delivery of electric power and energy through the interconnection upon the terms and conditions herein provided;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the Parties hereto agree and contract as follows:

Section 1. Effective Date, Term, Termination and Disconnection

1.1 Effective Date

This Agreement shall become effective (i) on the date of its execution (if such execution shall have been previously authorized by the Council of the City (the “Council”)) or (ii) on the effective date of the Council’s action approving this Agreement (if this Agreement shall have been executed prior to the effective date of said action); and upon acceptance or approval by the Federal Energy Regulatory Commission (“FERC”) in accordance with Section 1.4 of this Agreement (the “Effective Date”).

1.2 Term

This Agreement shall become effective on the Effective Date of ____ day of _____, 2025 and remain in effect for an initial term of five (5) years from the Effective Date (the “Initial Term”), and year to year thereafter, unless and until terminated earlier in accordance with Section 1.3 of this Agreement.

1.3 Termination

1.3.1 By Mutual Consent

This Agreement may be terminated at any time by mutual agreement of the Parties.

1.3.2 By Either Party

The City may terminate this Agreement at any time after the Initial Term by giving Company not less than one-hundred and eighty (180) days’ advance written notice. The Company may terminate this Agreement after the Initial Term by giving the City not less than twenty-four (24) months’ advance written notice of such termination.

1.3.3 In Event of Default

This Agreement may be terminated in the event of Default, as provided for in Section 9 of this Agreement.

1.4 FERC Approval

No commencement, amendment or termination hereunder shall become effective until the Company tenders to FERC any required notification of this Agreement and obtains such acceptance thereof by FERC as may be required.

1.5 Disconnection

Upon termination of this Agreement in accordance with Section 1.3 of this Agreement and, if termination is by the Company, acceptance of termination by FERC in accordance with Section 1.4 of this Agreement, a Party may, in coordination with the other Party, physically disconnect its system from the other Party's system.

1.6 Survival of Rights

Termination of this Agreement shall not relieve either Party of any of its liabilities and obligations arising hereunder prior to the date of termination becoming effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder. Applicable provisions of this Agreement will continue in effect after expiration, cancellation or termination of this Agreement to the extent necessary to provide for final billings, billing adjustments, and the determination and enforcement of liability and indemnification obligations arising from events or acts that occurred while this Agreement was in effect.

Section 2. Scope of Agreement

2.1 Scope

This Agreement governs the terms and conditions under which the City System will interconnect with the Company System.

2.2 No Agreement to Purchase Power or to Provide Transmission Services

This Agreement does not constitute an agreement by the Company to supply electric power and energy to the City. The sale, purchase or delivery of power and other services that the City may require will be covered under one or more separate agreements. The City will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable transmission provider.

2.3 Effect on Other Agreements

Nothing in this Agreement is intended to affect any other agreement between the Company and the City.

Section 3. Electric Interconnection Service

3.1 Point(s) of Interconnection

The Company shall deliver electric power and energy to the City at the point(s) at which the conductors of the Company make electrical connection with the conductors of the City (the “Point(s) of Interconnection”) as specified in Appendix 1, attached hereto and made a part hereof, or in accordance with any superseding appendix applicable to the services provided by the Company to the City hereunder then currently in effect and on file with any commission or other governmental regulatory agency or body having jurisdiction.

3.2 Specifications

Electric power and energy delivered by the Company to the City shall be three-phase, alternating current having a frequency of approximately 60 hertz and a nominal unregulated voltage at the Point(s) of Interconnection. The obligation of the Company to deliver electric power and energy to the City hereunder shall be completed upon delivering such electric power and energy at the Point(s) of Interconnection.

3.3 Responsibilities of the Parties

3.3.1 Performance of Obligations

The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, operating requirements, and Good Utility Practice.

3.3.2 City's Facilities

The City shall interconnect, operate and maintain the City System and operate and maintain its interconnection facilities in accordance with the applicable manufacturer's recommended maintenance schedule, in accordance with this Agreement and with Good Utility Practice. The Company shall not initially require the City to upgrade existing facilities. However, following the execution of this Agreement, the City shall be responsible for any costs and maintenance required to maintain the City System in compliance with this Agreement.

3.3.3 Company's Facilities

The Company shall operate and maintain its interconnection facilities in accordance with this Agreement, and with Good Utility Practice. The Company shall be responsible for any costs and maintenance required to maintain its facilities in compliance with this Agreement.

3.3.4 Standards for Construction

For new facilities, the City agrees to construct its facilities or systems in accordance with applicable national and state standards in effect at the time of construction. The City agrees to design, maintain, and operate the City System so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the Company System.

3.3.5 Routine Maintenance, Construction, or Repair

The Parties shall coordinate concerning routine maintenance, construction, or repairs on the City System and Company System, as applicable, and interconnection facilities. The Parties

shall use reasonable efforts to avoid temporary disruption to the City and to restore service to the City as soon as reasonably practicable thereafter.

3.3.6 Regional Transmission Organization

Each Party shall comply with the Regional Transmission Organization's ("RTO") rules, tariffs, agreements or procedures governing interconnection and operation of the Company System or City System.

3.3.7 NERC

Each Party is responsible for complying with standards and requirements of the North American Electric Reliability Corporation ("NERC") or its successor, as applicable to each Party.

Section 4. Operating Conditions

4.1 Operations and Maintenance

The Parties shall at all times during the Term hereof operate and maintain their respective systems in accordance with Good Utility Practice, applicable requirements, standards and directives of NERC and the regional reliability coordinator, and shall permit no unusual loads or operating conditions on their respective systems which would adversely affect the other's system. The Parties shall, at their respective own cost and expense, furnish, install or otherwise provide, and shall operate and maintain such protective facilities as may be reasonably necessary for safe and prudent operations hereunder, including automatic protection systems.

4.2 Power Factor

Each Party shall provide the entire Kilovolt-Amperes Reactive (otherwise known as kilovars) required for its own system load. Should either Party's system fail to maintain a sufficient power factor of 95% as measured on a weekly average basis, then the Party alleging the other Party's failure to maintain sufficient power factor shall notify the other Party in writing

to request a meeting to discuss necessary corrections. If it is determined that one Party is failing to maintain the agreed to power factor, the other Party may request that the Party install, operate and maintain the necessary corrective equipment to resolve the non-compliance within a commercially reasonable timeframe. The Parties understand the effect that their electric service has on the other Party's facilities and the customers that share those facilities. As such, each Party reserves the right to investigate issues regarding disruptions to service that may or may not be caused by the other Party's use.

4.3 City Power Demand

The City shall have the right to place any power demand for such electric service upon the facilities of the Company at the Point(s) of Interconnection under this Agreement up to the aggregate amount of the transmission service reservation(s), or the aggregate amount of the wholesale distribution service reservation(s) if in effect and if no greater than the transmission reservation(s), providing electric service to the City. This limitation on the City's total power demand for electric service hereunder is not intended to foreclose the City from increasing its total power demand beyond such then-existing limit, after obtaining necessary adjustments to its transmission service, and wholesale distribution service (if in effect), reservation(s) with the applicable service provider(s), provided that the Parties execute a supplement hereto covering the agreed charges and other terms and conditions therefore, including up-front payment, or amortization during the remaining Term of the Agreement as supplemented, of the fully allocated cost to the Company of any required additional facilities or accelerated installation of facilities.

4.4 Generator Interconnection

Consistent with Good Utility Practice (defined in the SPP Tariff) and/or all applicable tariffs, laws, regulations, and SPP rules, City will notify Company of any new or additional City-

owned or controlled generation (including storage) or any other generation connecting directly to City facilities selling power at wholesale and not connected behind a retail meter of a customer of the City that would cause an adverse impact on the Company Transmission Distribution system 90 days before the generation is energized so that Company, with the cooperation of the City, can analyze and address any adverse impacts. If Company confirms within the 90-day period that the adverse impact(s) on its Transmission or Distribution System needs to be mitigated, the Parties will work together to implement mutually agreed to mitigations to address the impact(s) prior to energization of a new generator or to curtail operations of existing generation causing the adverse impacts until all mitigation solutions are complete.

Section 5. Continuity of Deliveries

Electric power and energy delivered through the Point(s) of Interconnection hereunder shall be delivered continuously as required by the other Party except for interruptions or curtailments occasioned or caused by any force not reasonably within the control of the Company or City including, but not limited to, breakdown or failure of facilities, equipment delivery delays, load shedding for the protection or restoration of system operations, curtailments implemented by the transmission provider pursuant to the transmission providers tariff, flood, drought, earthquake, storm, lightning, fire, explosion, epidemic, war, riot, civil destruction, invasion, insurrection, labor disturbance, sabotage, restraining order by court, public or military authorities, or events resulting from an unknown cause or an unexpected event from a known cause ("Force Majeure Event"). Neither Party shall be held responsible or liable for any loss or damage caused by or arising out of any such interruption or curtailment, except in the event of negligence or willful misconduct. The Parties shall exercise due diligence to restore service through the Point(s) of Interconnection hereunder with reasonable dispatch and in coordination

with the transmission provider; provided, however, that any labor disturbance with respect to the Company's work force shall be settled at the discretion of the Company.

Section 6. Metering

6.1 Ownership

Metering equipment for determining the amounts of power demand and energy through each Point of Interconnection shall be installed, owned, regularly tested, and maintained by the Company at the City's cost. If required by the Company, the City shall provide adequate space for the Company's metering equipment.

The City may, at its own expense, install and maintain additional metering equipment for the purpose of comparison with the Company's meter readings. If the Company's meters fail to register properly the amounts of power and energy, the amounts shall be measured by the City's comparison meters, if installed, and if the City has not installed comparison meters or if its comparison meters have failed to register properly during such period of time, the amounts of power and energy delivered shall be estimated using the best available data during substantially similar conditions.

6.2 Location and Configuration

The Company's metering equipment shall be installed at the location on the Company's transmission system that feeds each Point of Interconnection to the City. The metering equipment shall be located as described in Appendix 1 or outlined within FERC-approved tariff schedules.

6.3 Telemetry of Meter Data

At the City's request, the Company shall act as the City's agent to provide real-time metered data to the Balancing Authority (as such term is defined pursuant to the NERC Reliability Standards as may be amended from time to time). City may elect to contract with

another party for such service, at the City's expense. Whether the telemetering service is provided by the Company or another party, the City shall be responsible for the equipment cost and ongoing communications expenses associated with such telemetering.

Section 7. Rights of Installation, Access and Removal

7.1 Equipment Installation

Each Party shall grant to the other Party the right to install, maintain, and operate on the premises of the other during the term of this Agreement all equipment, apparatus and devices which may be reasonably necessary for use in the performance of this Agreement. Any such installation, maintenance and operation to be performed, except in an emergency, shall be performed after reasonable notice of the schedule of activity is submitted to the Party, at reasonable times and in compliance with Good Utility Practice and the Party's reasonable rules and regulations. Any equipment, apparatus, and devices installed pursuant to this Section 7.1 shall be clearly marked by the Party with appropriate ownership identification.

7.2 Access to Premises

Each Party shall give all necessary permission to the other to enable its representatives to carry out this Agreement and shall give the other the right by duly authorized representatives and employees, when accompanied by its own authorized representative, to enter the premises of the Party owning same at all reasonable times for the purpose of reading or checking meters, or inspecting, testing, repairing, renewing, or exchanging all of its equipment, apparatus, and devices which may be located on the property of the other, or for the purpose of performing any other work incident to the performance of this Agreement.

7.3 Ownership and Removal of Equipment

Any equipment, apparatus, and devices necessary to fulfill either City's obligations, or Company's obligations hereunder placed or erected by either Party on or in the premises of the

other Party shall be and remain property of the Party owning and installing such equipment, apparatus, and devices regardless of the mode and manner of its annexation or attachment to real property of the other; and upon the termination of service provided for hereunder and for a period of six (6) months thereafter, City and Company shall have the right, upon reasonable notice, to enter upon the premises of the other during normal working hours to remove such equipment, apparatus, or devices owned by it or in its lawful possession or control. If such facilities are not removed within such six (6) month period, the owner shall forfeit all right to recover same and to be compensated for same.

7.4 Interconnected Electric System

It is recognized by the Parties that the Company operates as part of an extensive interconnected electric system; that the frequency of the Company System cannot be independently controlled and that the Company cannot control the rate of delivery of energy from the Company System to the City System. It is further recognized that in the event the City should establish an interconnection of the City System with another system, thus creating an indirect interconnection of the City System with the Company System through other interconnected systems, the flow of power and energy between the systems of the Parties hereto may, in part, be controlled by the physical and electrical characteristics of the facilities involved and the manner in which they are operated and that power and energy delivered may not flow through the Point(s) of Interconnection hereunder and thus may not be registered on the metering equipment provided by the Company. In such event, the Parties shall from time to time determine methods and take reasonably appropriate action to establish accounting and operating procedures to be followed in determining the amounts of power and energy delivered and received hereunder. Each Party shall at all times cooperate in the establishment of reasonable arrangements necessary to relieve any hardship in the system of the other Party, or on other

interconnected systems, caused by energy flows of power and energy delivered hereunder and to provide an accounting basis for determining power and energy flows between the systems of the Parties.

Section 8. Transmission Service and Wholesale Distribution Service

The City is a Network Load of an entity other than the Company. If the City plans to become a Network Load of a different Network Customer, it should provide the Company 90 days notice of such change. The Company shall provide wholesale distribution service to each Point of Interconnection hereunder.

Section 9. Breach and Default

9.1 General

No Breach or Default shall exist where a Party's failure to discharge an obligation is the result of a Force Majeure Event as defined in Section 5 of this Agreement, or the result of an act or omission of the other Party that causes any delay or failure on the part of the Party to carry out its obligations under this Agreement. Upon a Breach by a Party, as described in Section 9.2 of this Agreement, the other Party shall give written notice of such Breach to the breaching Party. The breaching Party shall have sixty (60) calendar days from receipt of the notice of Breach within which to cure such Breach; provided, however, if such Breach is not capable of cure within sixty (60) calendar days, the breaching Party shall commence such cure within such sixty (60) calendar day time period and continuously and diligently complete such cure. In the event the breaching Party fails to cure the Breach, or to commence reasonable and appropriate steps to cure the Breach within sixty (60) calendar days after receipt of a notice of Breach, or to continuously and diligently complete such cure, the breaching Party will be in Default.

9.2 Events of Breach

A Breach of this Agreement shall include:

- i. The failure to comply with any material term or condition of this Agreement;
- ii. Failure of either Party to provide such access rights, or a Party's attempt to revoke or terminate such access rights, as provided under this Agreement; or
- iii. Failure of either Party to provide information or data to the other Party as required under this Agreement provided the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

9.3 Right to Terminate

If a Breach is not cured as provided in this Section 9, the non-defaulting Party shall have the right to terminate this Agreement in accordance with Section 1 of this Agreement.

Section 10. No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

Section 11. Successors and Assigns

11.1 Successors and Assigns

This Agreement, and the rights and obligations created thereby, shall bind and inure to the benefit of the successors and permitted assigns of the Parties hereto.

11.2 Consent Required

Subject to 11.3 below, neither Party may assign any rights or obligations hereunder without obtaining the consent of the other Party, which consent shall not unreasonably be withheld.

11.3 Assignment in Event of Merger or for Financing

Notwithstanding anything to the contrary herein, either Party, without the consent of the other Party but with reasonable prior written notice, may (i) assign this Agreement and the obligations and duties under this Agreement to any entity or entities in connection with a merger, consolidation, reorganization or other change in the organizational structure of the assigning Party, or (ii) transfer, sell, pledge, encumber or assign this Agreement and the accounts, revenues or proceeds hereof in connection with any financing of or for such Party or other financial arrangements involving such Party (including to any trustee or other agent on behalf of one or more entities providing financing to or for, or involving, such Party). At the written request of the other Party, and as a condition precedent to such assignment, the surviving entity(ies) shall provide a written document agreeing that it has assumed the assigning Party's obligations and duties under, and is bound by, the terms of this Agreement.

Section 12. Reports and Information

Each Party shall, upon request, furnish to the other such reports and information concerning its system operations as the other Party may reasonably request from time to time in order to carry out the provisions of this Agreement.

Section 13. Existing Municipal Participation Agreement

The Municipal Participation Agreement with an original effective date of December 19, 1975 between the Company and the City, together with its amendments and service schedules, shall terminate and be of no further force and effect from and after the Effective Date of this Agreement.

Section 14. Regulatory Approvals and Jurisdiction

This Agreement and all rights and obligations hereunder are conditioned upon the granting to the Company of such necessary approvals and authorizations by all governmental

regulatory agencies or bodies whose approval or authorization may be required by law. Nothing contained herein shall be construed as divesting or attempting to divest any commission or other regulatory agency or body or either Party hereto of any of its rights, jurisdiction, power or authority vested in it by federal or state regulatory act or law.

Section 15. Reservation of Rights

Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

Section 16. Waivers

16.1 Waiver

Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure of any obligation, covenant, agreement, or condition herein.

16.2 Failure to Enforce

Failure of a Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights hereunder terminated, shall not constitute a waiver or relinquishment of any rights set out herein, but the same shall be and remain at all times in full force and effect as to future acts and omissions, unless and only to the extent expressly set forth in a writing signed by the Party granting such waiver or relinquishing any such right(s). Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver of any other failure

of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition herein.

Section 17. Liability and Indemnification

17.1 Limitations of Liability

Neither Party, nor their directors, members, shareholders, officers, employees, agents, or affiliates, shall be liable for money damages or other compensation to the other Party for actions or omissions from either Party's performance or non-performance of an obligation under this Agreement, except to the extent such act or omission is found to result from its negligence or intentional wrongdoing. In no event shall a Party be liable for any incidental, consequential, punitive, special, exemplary or indirect damages, loss of revenues or profits, arising out of, or connected in any way with its performance or non-performance under this Agreement, except for the indemnification obligations set forth in Section 17.2 of this Agreement.

17.2 Indemnification

Subject to the limitations of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.* and as otherwise permitted under Kansas law, each Party (the "Indemnifying Party") shall at all times indemnify, defend and hold the other Party (the "Indemnified Party") harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney's fees, and all other obligations by or to third parties, arising out of or resulting from the Indemnifying Party's performance of obligations under this Agreement, except in cases of negligence or intentional wrongdoing by the Indemnified Party.

17.3 Survival

The limitation of liability provided for, and the indemnification obligations of each Party under this Article shall continue in full force and effect regardless of whether this Agreement has

either expired or been terminated or canceled with respect to matters that arise during the effectiveness of the Agreement.

Section 18. Notices and Communications

18.1 Notices in Writing

Except under the conditions stated in “Emergency Notice” in Section 18.3 of this Agreement, all notices, requests, claims, demands and other communications required or permitted to be given under this Agreement must be in writing, and must be given (and will be deemed to have been duly given if so given) by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party as designated in Appendix 2 or modified in accordance with Section 18.2 of this Agreement. Any such notice or communication will be deemed to have been given as of the date received or the date of refusal of receipt thereof.

18.2 Change of Address or Designated Representative

Either Party may change its address or designated representative(s) for notices by notice to the other in the manner provided above.

18.3 Emergency Notice

Notwithstanding the Notice provisions contained in Section 18.1 of this Agreement, any notice hereunder concerning an emergency or other occurrence requiring prompt attention, or as necessary during day to day operations, may be made by telephone, Email, or in person, provided that such notice provided by telephone or in person is confirmed in writing promptly thereafter. Notice in an emergency, or as necessary during day to day operations, shall be provided: (i) if by Company, to the operator on duty at the City’s utility office, (ii) if by City, to the shift supervisor at Company’s Dispatching Office, and (iii) if by the RTO, pursuant to the

RTO's established procedures. The Parties' appropriate contact information is provided initially in Appendix 2 and may be modified under 18.2

Section 19. Miscellaneous Provisions

19.1 Governing Law

When not in conflict with or preempted by federal law, this Agreement will be governed by and construed in accordance with the laws of the State of Kansas without giving effect to the conflict of law principles thereof.

19.2 Dispute Resolution

Any dispute among the Parties regarding this Agreement shall be resolved pursuant to Section 12 of the SPP Tariff, or otherwise, as mutually agreed by the Parties.

19.3 Relationship of the Parties

Nothing in this Agreement is intended to create a partnership, joint venture, or other joint legal entity making either Party jointly or severally liable for the acts of the other Party. Unless otherwise agreed to in a writing signed by both Parties, neither Party shall have any authority to create or assume in the other Party's name or on its behalf any obligation, express or implied or to act or purport to act as the other Party's agent or legally-empowered representative for any purpose whatsoever. Except as expressly provided for herein, neither Party shall be liable to any third party in any way for any engagement, obligation, commitment, contract, representation, or for any negligent act or omission to act of the other Party.

19.4 Amendment

Except as otherwise provided, (a) this Agreement may only be modified in writing and signed by the Parties, and (b) no amendment or modification to this Agreement or waiver of a

Party's rights hereunder shall be binding unless the same shall be in writing and signed by the Parties and approved by FERC in accordance with Section 1 of this Agreement.

19.5 Severability

If any term, condition, covenant, restriction or other provision of this Agreement is held by a court or regulatory agency of competent jurisdiction or by legislative enactment to be invalid, void or otherwise unenforceable, the remainder of the terms, conditions, covenants restrictions and other provisions of this Agreement shall remain in full force and effect unless such an interpretation would materially alter the rights and privileges of either Party. If any term, condition, covenant, restriction or other provision of this Agreement is held invalid, void or otherwise unenforceable, the Parties shall attempt to negotiate an appropriate and equitable replacement, revision or adjustment to the provision of this Agreement to restore the benefits and obligations conferred under the original Agreement.

19.6 Headings and Captions

Article headings, section headings, and/or other captions are included in this Agreement for reference purposes only and shall not constitute a part of this Agreement or in any way affect the meaning or interpretation of this Agreement. Whenever used herein the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

19.7 Entire Agreement

This Agreement, including all exhibits, schedules, appendices and other attachments hereto and hereby made a part hereof, sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement and merges and supersedes all prior written and oral understandings, offers, agreements, commitments, representations, writings, discussions or other communications of every kind between the Parties, pertaining to the subject matter hereof.

19.8 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto, by and through their duly authorized officers and officials have executed this Agreement the day and year first above written in this Agreement.

EVERGY METRO, INC.

By _____

Printed Name _____

CITY OF BALDWIN CITY, KANSAS

By _____

Printed Name _____

Appendix 1- Service Schedules

SERVICE SCHEDULE A

EVERGY METRO, INC. POINTS OF INTERCONNECTION WITH CITY OF BALDWIN, KANSAS

<u>Name</u>	<u>Description</u>
Baldwin	Interconnection at the Company's dead-end facilities on the Company's "Interconnection Pole" located near the southwest corner of Section 3, Township 15S, Range 20E in Douglas County, Kansas, hereinafter referred to as the "Baldwin Interconnection." Interconnection at 34.5 kV. The Company's meter is located on the 34.5kV circuit at the point of demarcation, corner of 6th St and Orange St. All power and energy interchanged between the systems of the Parties under this Agreement shall nominally be delivered and received at the 161 kV bus in the Company's West Gardner Substation (hereinafter referred to as the "West Gardner Delivery Point") in Johnson County, Kansas.

Appendix 2- Contact Information

Evergy Metro, Inc.

Denise Buffington
Sr Dir Federal Regulatory Affairs
1200 Main St.
Kansas City, MO 64105
Phone: 816-556-2683
Email: Denise.Buffington@evergy.com

City of Baldwin City, Kansas
Russ Harding
Interim City Administrator
803 8th St
P.O. Box 86
Baldwin City, KS 66006
Phone: 785-594-6907
Email: rharding@baldwincity.gov



**US-56 Pedestrian Crossing Improvements
Baldwin City, Kansas
Engineer's Opinion of Probable Project Costs
October 17, 2025**

No.	Description	Qty.	Units	Unit Price	Total Price
1.	Contractor Construction Staking	1	L.S.	\$ 7,500.00	\$ 7,500.00
2.	Mobilization	1	L.S.	\$ 35,000.00	\$ 35,000.00
3.	Clearing and Grubbing	1	L.S.	\$ 5,000.00	\$ 5,000.00
4.	Seeding, Fertilizing and Mulching	1	L.S.	\$ 5,000.00	\$ 5,000.00
5.	Grading & Earthwork	1	L.S.	\$ 40,000.00	\$ 40,000.00
6.	Adjust Manhole	2	Each	\$ 1,500.00	\$ 3,000.00
7.	Entrance Pipe (18")(ACSP)	20	Lin. Ft.	\$ 125.00	\$ 2,500.00
8.	Entrance Pipe (24")(ACSP)	40	Lin. Ft.	\$ 150.00	\$ 6,000.00
9.	Entrance Pipe (24")(RCP)	50	Lin. Ft.	\$ 200.00	\$ 10,000.00
10.	End Section (18")(ACS)	1	Each	\$ 1,000.00	\$ 1,000.00
11.	End Section (24")(ACS)	1	Each	\$ 1,500.00	\$ 1,500.00
12.	End Section (24")(RC)	2	Each	\$ 2,000.00	\$ 4,000.00
13.	Concrete Pavement (8" Uniform)(AE)	251	Sq. Yds.	\$ 140.00	\$ 35,140.00
14.	Concrete Curb and Gutter (Combined)	64	Lin. Ft.	\$ 75.00	\$ 4,800.00
15.	Concrete Curb (6" Integral)	96	Lin. Ft.	\$ 40.00	\$ 3,840.00
16.	4" Concrete Sidewalk	974	Sq. Yds.	\$ 80.00	\$ 77,920.00
17.	Sidewalk Ramp	42	Sq. Yds.	\$ 275.00	\$ 11,550.00
18.	Pavement Marking (IG)(Yellow)(4")	37	Lin. Ft.	\$ 10.00	\$ 370.00
19.	Pavement Marking (IG)(White)(6")	19	Lin. Ft.	\$ 10.00	\$ 190.00
20.	Pavement Marking (IG)(White)(24")	247	Lin. Ft.	\$ 25.00	\$ 6,175.00
21.	Pavement Marking Symbol (IG)(White)(Yield)	20	Each	\$ 75.00	\$ 1,500.00
22.	Permanent Sign (36"x36" W11-2)(FYG)	12	Each	\$ 125.00	\$ 1,500.00
23.	Permanent Sign (24"x12" W16-9p)(FYG)	4	Each	\$ 100.00	\$ 400.00
24.	Permanent Sign (24"x12" W16-7p(L))(FYG)	4	Each	\$ 100.00	\$ 400.00
25.	Permanent Sign (24"x12" W16-7p(R))(FYG)	4	Each	\$ 100.00	\$ 400.00
26.	Permanent Sign (36"x36" R1-5)	4	Each	\$ 125.00	\$ 500.00
27.	2 1/4" PSST Sign Post	104	Lin. Ft.	\$ 30.00	\$ 3,120.00
28.	2 1/4" PSST Sign Post Footing	8	Each	\$ 90.00	\$ 720.00
29.	Remove & Reset Existing Sign	5	Each	\$ 250.00	\$ 1,250.00
30.	Modify Exist. To Bi-Directional RRFB Assembly	1	L.S.	\$ 25,000.00	\$ 25,000.00
31.	New Bi-Directional RRFB Assembly	1	L.S.	\$ 35,000.00	\$ 35,000.00
32.	Temporary Traffic Control	1	L.S.	\$ 25,000.00	\$ 25,000.00
Construction Total =				\$ 355,275.00	
+ Construction Engineering =				\$ 35,000.00	
CONSTRUCTION PHASE TOTAL =				\$ 390,275.00	
KDOT Cost Share Funds =				\$ 282,000.00	
City Funds =				\$ 108,275.00	

NOTES:

1. Right-of-way and/or Easement Acquisition costs are not included.
2. Costs associated with the relocation of utilities are not included.

Below is a link to download the plans:

[2025-10-17_Baldwin US 56 Crosswalk Project \(Construction Plans\).pdf](#)