

Addendum To EC-2024-0015, Docket Number 140:

The January 9, 2025, Allegris', REPLY TO ORDER DISMISSING COMPLAINTS and APPLICATION FOR REHEARING

Summary:

The MPSC must not force the state of Missouri and its taxpayers to fund, directly or indirectly, Evergy's self-imposed guidelines and/or policy.

In this case, Evergy has sought private easements along MO-13 for the purpose of guaranteeing the state of Missouri will pay all expenses of future pole/line movements if and when MoDOT widens the West side of MO-13. *Source of information: West Central Electric COOP and MoDOT*

Evergy's strategy is good for Evergy and its shareholders because it leaves the state of Missouri and its taxpayers paying this portion of Evergy's cost of doing business, forever. One of the first attorneys we spoke with and a former PSC Commissioner, conveyed it is well known, over the past few years, that Evergy looks for MoDOT projects so it can get out of the MoDOT right of way to avoid having to pay for future rebuilds when and if another road widening occurs. Evergy expects the State of Missouri to fund the movement of Evergy poles and lines. This is achieved when Evergy obtains private easements next to the MoDOT right-of-way.

The Commissioners of the MPSC may NOT guarantee financial returns for any utility.

In the original 'small formal complaint', case #EC-2024-0015, all the landowners stated commitment in their support of reliable utility service to their Missouri neighbors. ([Attachment 1](#))

This small formal complaint has never been about interfering with the delivery of energy to Evergy's limited customer base.

We note Evergy is significant, ***Evergy serves much less than less than half of all Missouri electric-utility-using taxpayers***([Attachment 2](#)). With that fact, it is important to identify groups impacted by this case and all rate increase hearings.

- **Ratepayers:** Customers of Evergy, both residential and commercial.
This group and Evergy shareholders are impacted by Evergy expenditures.
- **Taxpayers/citizens:** Missourians who are not customers of Evergy.
This group is not to be impacted by MPSC erasure of Evergy expenditures, real or potential.

Evergy and its Certificates of Convenience and Necessity (CCNs) are overseen by the five Commissioners of the Missouri Public Service Commission (MPSC) who are each appointed by the governor and confirmed with the advice and consent of the Missouri Senate. The Commissioners are served by staff who applied for, competed and earned their positions.

The Commissioners, in exchange for their integrity and expertise, receive [appropriate and reasonable taxpayer funded compensation](#) to ensure ratepayers

*"... receive safe, adequate, and reliable utility services at reasonable rates. The Commission must balance the interests of **the public — ratepayers** — as well as company shareholders. In proceedings before the Commission, rates are set to give the utility company an opportunity, but not a guarantee, to earn a reasonable return on its investment after recovering its prudently incurred expenses."*

Oddly, nowhere in the [‘Snapshot’ duties](#) of the Commission ([Attachment 3](#)) does it cite a duty for the Commission to serve the best ‘financial’ interests of the corporate State of Missouri and the Missouri taxpayers who are not Evergy ratepayers.

Again, Evergy as of CY22, serves much less than half of all Missouri electric utility customers.

The arguments presented by Missouri taxpayers in EC-2024-0015, as well as findings of the MPSC **Staff Reports** identify the veracity of Evergy’s claims of:

- 1) MoDOT forcing Evergy out of the MoDOT right-of-way,
- 2) ‘worker safety’,
- 3) ‘NESC design requirements’ and
- 4) the “public use” need in taking 30-feet of highway frontage from complainants.

The problematic objective / guideline for Evergy is to acquire private easements whenever a distribution and/or transmission line runs along a public road/highway such as MoDOT’s MO-13.

In regards to safe, adequate and reliable service, we highlight the following concern:

On August 30, 2023 in Docket #17, *Answer, Affirmative Defenses, and Motion to Dismiss of Evergy Missouri Metro and Evergy Missouri West* ([Attachment 4](#)), Evergy cited the urgent need to replace some poles along MO-13 claiming a safety hazard, stating:

“Several of the poles are leaning and constitute a potential safety hazard, and Evergy has determined that the line needs to be replaced.”

Note: The Commissioners in 2023 were intimately aware of this “safety hazard”. Yet, more than 16 months after Evergy’s admission, the Evergy-identified “safety hazard” has not been addressed by the MPSC. This claim of a safety hazard was used by Evergy to compel urgency upon the landowners, the Commissioners and others as a credible matter that gained its objective. This “safety hazard” was also cited as a matter of urgency in Evergy’s request for this case’s dismissal on August 30, 2023. Though, the matter of safety seems to have credibility as cited in Evergy’s 2020 *confidential* report, [Q0003.3 13-40 - Fayetteville Aerial Inspection Report.pdf](#) on EFIS.

We are unsure how to classify Commissioner performance in response to this ‘safety hazard’. If the Commissioners or PSC staff have evaluated Evergy’s self-convicted leaning pole ‘potential safety hazard’ as de minimis, that has not been revealed. However, it is presumed the Evergy claim is valid, and is unlikely this more than three-year old urgent potential safety risk has developed a reduced ‘risk’ over the past 16 months.

Regarding this “safety hazard”, it is further unknown if the Commissioners have filed a Commission Order, Inquiry or Investigation in the course of fulfilling its duties. The Evergy claim of 1) ‘safety’ and 2) the allegation of ‘MoDOT widening the west side of MO-13’ was promoted by Evergy as its basis to needlessly waste ratepayer dollars, take the land of 14 Missourians and leave landowners with exorbitant legal fees and other damages.

Does the Commission proactively oversee matters of safety, or does the Commission solely rely on Missourians to report or utilities to self-report? Or do we wait for a disaster to highlight a deficiency?

If the Commissioners have in fact done nothing, are they [liable](#) in willingly allowing Evergy to provide unreliable and unsafe structures in violation and accordance of the applicable CCN?

Reliability and safety are among the primary and most critical functions and responsibilities of the Commissioners in serving the taxpayers/citizens of the State of Missouri.

What is a CCN?

Prior to the same August 30, 2023 [Docket #17, Exhibit A, final page](#), Evergy makes a claim in stating,

“Evergy does have a CCN for the entire transmission line as the Commission’s CCN map (attached as Exhibit A) clearly shows.”

The credibility of this cite (Exhibit A) should not go unchecked as Evergy either has no idea what a CCN is or is misleading in its response. Up until this point, the Evergy team of 2023 was obviously of the understanding that the PSC’s *Service Area Map* was equivalent to their specific CCN authority.

The ‘Exhibit A’ Evergy provides on August 30, 2023 is a PSC file and the PSC states it is **informational only**. The record and PSC Staff investigation provide emails between *Evergy and Allegri* which demonstrate Evergy had no idea what CCN applied to the project area until provided by staff in the *August 29, 2023, PSC Staff response*. Errors on the part of Evergy are likely explained by it apparently working in the state of Missouri without knowing what CCN orders and limits it operates. Evergy’s admission relies on a ‘Service Area Map’ and not its CCNs.

When the complainants asked PSC staff to describe the purpose and reliability of Evergy’s claim of ‘Exhibit A’ being the equivalent of a CCN for EC-2024-0015, the following response was provided January 8, 2024, via *Data Request 25 (Attachment 5)*.

Staff Response: This map is provided by the Missouri Public Service Commission **for informational purposes only, and is not intended to be relied on for actual electric utility service area boundaries.** The last update was made in 2019 and to Staff’s knowledge the only change to the map was to update the names of the utility companies. To the extent that the Commission has granted a Certificate of Convenience and Necessity (CCN) to an electrical corporation, **the Commission Order(s) from the individual case(s) are the appropriate source(s) for the service territory.** In addition to the granting of a CCN, the Commission may also grant territorial agreements between utility companies and change of supplier requests for individual customers. The granting of a territorial agreement or change of supplier request may alter the areas served by an individual electrical corporation and would not necessarily be reflected in the referenced map.

EC-2024-0015 was filed partially in response to Evergy’s false claims to which the complainants and all landowners along the project line were presented by Evergy. **Evergy was effective in convincing 14 Missouri landowners to surrender easements to Evergy based upon certain information and proposing legal actions against them.**

Is it the Commission’s duty to fine Evergy ([386.560](#); [386.570](#)) or order Evergy to withdraw the easements filed against the 14 landowners based upon accuracy of statements, CCN performance and its overall conduct?

Evergy maintained their positions throughout EC-2024-0015, even after learning the Missouri Department of Transportation (MoDOT) was not widening the west side of MO-13 and Evergy was not being impacted by MoDOT.

As stated in the originally filed complaint is an excerpt of a MoDOT/Evergy email related to the Fayetteville project:

“On March 7, 2023, MoDOT invited Evergy to the MoDOT office and were formally advised to cease promoting this false claim. MoDOT clarified that only the southernmost final .6 mile section impacts Evergy on the West side of MO-13.”

The alleged intent of Evergy was to move Evergy poles along MO-13 to accommodate MoDOT's road widening of MO-13 for the full 8.6 mile length of the project. After one year of needlessly bullying landowners, Evergy conceded on March 4, 2024 that:

“Evergy is changing direction with this project due to budgetary constraints and will not be pursuing the rebuild of the line except for in the area that is impacted by MoDot’s work. Once Evergy has gathered the necessary information on the tracts that will be impacted, it will reach out to those owners individually. In light of this information, there is no need to reconvene the mediation tomorrow.”

Explanation of the private sector benefit of private easements outside the MoDOT right-of-way?

- Utilities want to make money and avoid costs, even if it means getting the State of Missouri to pay. Evergy, with lines/equipment upon the MoDOT ROW, seek private easements outside the MoDOT right-of-way to shift costs upon the State of Missouri. Such practice harms the Missouri Taxpayer, but benefits the utility.
- Private easements allow and **guarantee** Evergy to eliminate all future expansion/pole movement costs as the State of Missouri and its taxpayers will be required to pay the full costs.
- Thus, the MPSC granting a new CCN or an exception to an existing CCN allowing Evergy poles to ‘needlessly’ depart a public right-of-way has a permanent impact on the State of Missouri.
- Private easements in this situation **forever relieves Evergy of the cost of moving its own poles and lines and unduly forces the state of Missouri and its taxpayers to forever pay this Evergy expense which should only be absorbed by Evergy, Inc., its shareholders and ratepayers.**

This “guarantee” of Missouri Taxpayer funded corporate welfare is among the list of things the Commissioners may NOT knowingly force the State of Missouri to assume.

As cited previously:

“The Commission must balance the interests of the public — ratepayers — as well as company shareholders. In proceedings before the Commission, rates are set to give the utility company an opportunity, but not a guarantee, to earn a reasonable return on its investment after recovering its prudently incurred expenses.”

The funding sources for Evergy expenses should not include the State of Missouri and its taxpayers. Evergy funding sources **should** be limited to 1) Evergy, Inc, 2) investors of Evergy, Inc, and 3) Evergy ratepayers.

Explained further:

- **When MoDOT needs to widen a road and Evergy has a pole upon/within the MoDOT right-of-way**
Evergy pays all costs involved. This includes poles, lines, all labor and all incidental expenses at the best cost they can have the work done.
- **When MoDOT needs to widen a road and Evergy has a pole upon a private easement outside the MoDOT right-of-way**
The State of Missouri is required to pay all costs involved at unknown and unscheduled amounts.
Evergy claims that sharing such costs may not be revealed because that information is

“proprietary”.

Furthermore, in this situation, the State of Missouri must also fund and replace the private land easement previously held by Evergy.

Does Evergy treat the state of Missouri and other government entities fairly?

- MoDOT has one location where it would be ideal to have Evergy poles moved. The Evergy pole(s) are upon a private easement it holds. It is understood that Evergy estimated the cost for MoDOT to move each pole is well over one million dollars.
- MoDOT needed a small corner of land Evergy owned in Cass County and sought it at a reasonable price. Evergy sought \$1.6 million dollars. In response to the ridiculous price, MoDOT formally pursued the .4 acres through condemnation. ([Attachment 6](#))

In April of 2023, **MoDOT paid Evergy \$95,395.00 for .4 – .6 acres of Evergy owned land via condemnation proceedings.** On September 6, 2023, two Evergy direct employees/attorneys boasted to Tim Allegri and three other landowners how Evergy originally sought to get \$1.6 million dollars out of Missourians for this small piece of land. This acreage resides on a 20-acre lot owned by Evergy (in Cass county) that has an amazing full appraisal value of \$5,340.00. Through the courts, Evergy bullied Missourians to pay \$158,991.00 per acre. Evergy justified this assault on all Missouri taxpayers by claiming they had plans to build a new power plant and provided design plans in that case that would make it larger than any other power plant that serves KCMO or KCK. It seems to be a game to the Evergy real estate team.

Does MoDOT regularly acquire easements at a rate of \$158,000.00 per acre? No.

- **Note:** At the July 31, 2024 [ER-2024-0189](#) hearing in Sedalia, MO, Evergy’s David A. Campbell, President and Chief Executive Officer, assured Tim Allegri in a private conversation that it is his understanding such real estate gamesmanship profits are applied to the ratepayer pool to benefit Evergy’s ratepayers. We cannot prove or disprove this statement.
- During the September 6, 2023 discussion cited above, Evergy further explained how they convinced the KCMO School district to pay an exorbitant sum of money to purchase what Evergy described as an undesirable and unused portion of land adjoining the Evergy KCMO Front Street plant.

Fortunately, the Missouri taxpayers in EC-2024-0015, protected the State of Missouri at extreme financial, emotional and health costs caused by Evergy. They will continue to do so.

The inaction of Commissioners thus far has enabled Evergy to needlessly acquire 14 easements outside the limits of NESC standards and CCN #9470 Orders, harming the State of Missouri and guaranteeing Evergy financial protections that are fully funded forever by the State of Missouri.

To be fair, the 2023 Commissioners seemed to be unaware of their embedded role in eminent domain. Especially when a utility lacks a valid need to take Missouri land when the MoDOT right-of-way is available at no cost to the utility. How many times has the MPSC Commissioners paved the way for any utility to slide through in this manner and pass these specific future expenses of the utility onto the State of Missouri?

The evidence and degree of Commissioner awareness on this topic is best captured when Kayla Hahn stated on December 21, 2023 during [AGND-2024-0022](#), “I’m in support of and I’m sympathetic to the landowner concerns but also, uh, thankful we don’t oversee eminent domain proceedings.”

Throughout EC-2024-0015, Evergy maintains it has a new policy “[guideline](#)” (**Attachment 7**) that requires it to depart from the MoDOT right-of-way, but there was **no requirement, outside of Evergy’s policy, for such guideline to be applied to this project.**

If the Commissioners intentionally grant favor for Evergy by allowing Evergy’s corporate based guideline/policy/preference, (which is not based upon an NESC standard) the Commissioners in effect guarantees the State of Missouri and its taxpayers will forever pay all Evergy costs associated with MoDOT road widening for the West side of the project line.

Contrary to what Kayla Hahn and her peers of that day presumed, the Commission indeed has an approving role in eminent domain when Evergy implements unenforceable corporate policy to manipulate the state of Missouri and its taxpayers.

Should the Commissioners leave this unchecked, Evergy and other utilities will be emboldened to repeat this strategy – a strategy that harms the State of Missouri, its taxpayers and further impacts the Missouri Department of Transportation.

Closing:

The MPSC must not force the state of Missouri and its taxpayers to fund, directly or indirectly, Evergy’s self-imposed guidelines and/or policy.

Cites and attachments

1. ***Original Small Formal Complaint filed by Allegri/Green and others***
Source copy attached and posted on EFIS at <https://efis.psc.mo.gov/Document/Display/6657>
2. Allegri: Sunshine ***Information Request of January 9, 2024***
Source copy attached
3. ***The PSC, A Snapshot of What We Do***
Source copy attached and posted on the MPSC Public Web at <https://psc.mo.gov/CMSInternetData/ConsumerInformation/A Snapshot of What We Do.pdf>
4. ***EFIS Docket #17, Answer, Affirmative Defenses, and Motion to Dismiss of Evergy Missouri Metro and Evergy Missouri West***
Source copy attached and posted on EFIS at <https://efis.psc.mo.gov/Document/Display/72437>
5. ***Data Request 25***
Source copy attached and posted on EFIS at <https://efis.psc.mo.gov/Request/DRIndividualDisplay/580236>
6. ***Case in point: Evergy bullies Missouri taxpayers with exception after exception in court to force the State of Missouri to pay excessive amounts.***
Source copy attached
7. ***Data Request 0003.1***
Source copy attached and posted on EFIS at <https://efis.psc.mo.gov/Request/DRIndividualDisplay/574280>

Respectfully submitted this 9th day of January 2025 to all parties via EFIS by:

/s/ Timothy P. Allegri

Timothy P. Allegri

/s/ Denise W. Allegri

Denise W. Allegri

8. The Complainant has taken the following steps to present this matter to the Respondent:

(Please describe in detail what steps you have already taken to resolve this complaint.)

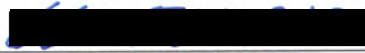
Please see attached


7-24-23
Date


Signature of Complainant


Complainant's Phone Number

TIMOTHY P ALLEGRI
Complainant's Printed Full Name


Alternate Contact Number


Complainant's E-mail Address

Attach additional pages, as necessary. Attach copies of any supporting documentation. Do not send originals of any supporting documentation.

Submitted to the Missouri Public Service Commission (MPSC) by impacted landowners notified by Evergy of Evergy's plans to upgrade the 8.7-mile long transmission line along MO-13 in Johnson and Lafayette counties.

This formal complaint/protest is filed against Evergy for the unpleasant matters as follow:

- Refusing to negotiate easements in the public interest,
- Disregard of a utilities public purpose
- Misleading statements regarding CCN related issues with misrepresentations of fact, and
- Those who are current Evergy customers request to change utility provider from Evergy to West Central Electric COOP. West Central said they were unable to switch services unless proper authorities (such as MPSC) approved and Evergy agreed to the change.

We protest the actions of Evergy and MoDOT

However; we know the 'commission' only has authority regarding Evergy, not MoDOT.

As such, we proceed here with our protest against Evergy and the project they refer to as "Fayetteville Transmission Line Upgrades" as posted and described at <https://www.evergy.com/landing/fayetteville>.

Link to associated MoDOT project: <https://www.modot.org/missouri-highway-13-passing-and-turn-lane-additions-lafayette-and-johnson-counties>

We are committed and passionate in our support of reliable utility service to our neighbors

Every time a power outage occurs, there is an unmistakable appreciation of how important the role of the Missouri Public Service Commission is in ensuring residents/businesses/taxpayers receive needed services. The recent and massive power outages in the Kansas City region leave us asking, "What can I do to help prevent this from happening in the future?"

We have an upfront opportunity to be proactive, ensure smooth power delivery, and prompt repairs by Evergy and West Central Electric COOP.

100 years of landowner partnership with the electric utility

Since 1928, when the Evergy line (since replaced but remaining in its same position) was first developed, the landowners along MO-13 have always cooperated with the utility managing the subject power line. Even to this day, our properties are always available for maintenance purposes such as line repair and pole replacement. That is a fact that cannot be disputed. This has been a good partnership with the electric utilities and the landowners have historically been cooperative in ensuring the utility company(s) successfully delivers on its commitment to the MPSC and fulfills its public purpose so our local and regional neighbors have working utilities.

Landowner cooperation is proven through nearly 100 years of partnership with the electric utilities on this 8.7-mile stretch. Unfortunately, an informal understanding and handshake is not always good enough. While it's good enough for the landowners, it is not enough for Evergy to be assured they can best fulfill and serve their public purpose and repair/maintain lines as needed, we get it.

The ongoing need for Evergy to secure maintenance access rights

We understand corporate Evergy can't rely on an informal gentleman's agreement to 'know' they have full access to maintain their lines and poles. As landowners change, the utility would be remiss to assume they can enjoy ongoing, unfettered and free access to their lines and poles. Doing so means that any new landowner, or one who chooses to no longer support the utility's public purpose, creates a risk for Evergy in fulfilling their public purpose.

Risk mitigation and partnership outreach

We want to enable Evergy with the confidence of a 15-foot maintenance-only easement from their current pole positions along MO-13 onto our private land. In situations where a pole must move to accommodate necessary MoDOT road widening, the landowners offer the same 15-foot maintenance-only easement from the edge of the MoDOT ROW.

Evergy is not open to consider this real and mostly cost-free option. Evergy will only negotiate price.

What does Evergy want to acquire?

A '30-foot plus' wide, 8.7 mile long strip of prime MO-13 highway frontage at \$2,500 or less per acre.

Evergy is seeking at minimum a 30-foot-plus easement of prime MO-13 highway frontage from the edge of the MoDOT ROW and at least 30-feet into private property. In some, NOT ALL cases, the Evergy line redesign moves their poles 3-feet west from their current position. We know of two things that occur in this type of line replacement:

1. An electric utility for such a transmission line replacement (in California for instance) places their new poles in the same position. For that matter, Evergy has also retained pole positions.
2. The utility seeks a 15-foot easement from a private landowner when the opposite side of the pole/line is an unencumbered/clear public transportation ROW.
3. No amount of money makes a blanket 30+ foot easement needed.

Facts and matters of progression in lost trust. *It is difficult to take serious; one in whom trust is lost.*

1. False:

Evergy claims MoDOT is forcing them out of the MoDOT ROW for the full 8.7 miles.

Evergy initially claimed (and as recent as May 10 stated in a text message to a landowner) that MoDOT is forcing them out of the MoDOT right-of-way on the West side of MO-13 for the full 8.7 mile section and must move their poles and lines to accommodate MoDOT's widening of the shoulder/road.

On March 7, 2023, MoDOT invited Evergy to the MoDOT office and were formally advised to cease promoting this false claim. MoDOT clarified that only the southernmost final .6 mile section impacts Evergy on the West side of MO-13. However, MoDOT did not hold Evergy fully accountable for this falsehood and MoDOT leadership declined repeated requests from taxpayers to tell the impacted landowners that they are not forcing Evergy out of the MoDOT ROW. This gap has enabled Evergy to use the MoDOT credibility and power to secure additional easements through this false information. One landowner who accepted an easement to later find out Evergy misled him on MoDOT pushing Evergy out of the ROW has contacted us for guidance. Does that make the easement null/void?

- To date, Evergy and MoDOT refuse to issue a clarifying message to impacted landowners of this important fact.
- Evergy's line design engineering was based on the false assumption that MoDOT was widening the shoulder and was forcing Evergy out of the ROW. Yet, the design and path did not change after being told by MoDOT of the facts.

2. False: Evergy tells landowners that Evergy has an existing easement on their land

At the beginning in late 2022; Evergy told every landowner they talked with that Evergy had an existing easement. All but one landowner assumed that was accurate. JJ Green asked for proof and Evergy took a few weeks to tell him they were wrong.

- Landowners with the assumption Evergy was being truthful, enabled Evergy to use this false easement claim to illegally access private land and conduct soil boring samples through their successful manipulation. In some cases, Evergy conducted boring without any attempt to seek permission. In at least one case, Evergy paid damages to the harmed landowner for their egregious actions and crop damage. The landowner (nor any other landowners) pressed charges for trespassing or fraudulent encroachment.
- With this false claim, Evergy also told landowners Evergy already had an easement that extended up to 70 feet from the highway and even though MoDOT is forcing them out of the ROW, Evergy is giving each landowner \$2,500 for the inconvenience.
- After the boring samples were completed, Evergy went on what they called ‘an apology tour’. This is how it was described in an email from and by their contract representative, ‘Mark Moore’, as he claimed he had no idea there were no easements on all properties on the corridor and the boring sites.

3. **False claim by Evergy: Future MoDOT projects require Evergy to move their poles**

Evergy says they need a 30-foot easement outside the MoDOT ROW because of future MoDOT projects that may push them.

- Evergy acknowledged the MoDOT project affects Evergy on the West side of MO-13 for only the southernmost .6 miles of the 8.7-mile Evergy project.
- We asked MoDOT to detail all future projects on MO-13. MoDOT responded saying that other than the upcoming MoDOT project, no future projects are funded or planned for the 8.7-mile segment of MO-13. Please request evidence if needed.

4. **Undetermined credibility: 69kV or higher? What are all basis for upgrade?**

Evergy refuses to respond when asked if “demands on the current transmission line are pressing it beyond its 69kV capacity.” This unanswered question is problematic.

- When we asked Evergy’s attorney, Zach Roeschlein, if the subject transmission line was going to exceed 69kV he said it was not.
Yet, the Evergy land agents will not commit to that limit.
- MoDOT has told us that in talks and email with Evergy it was established by Evergy the kVs on the line were going to increase and the steel poles are designed for that purpose.
- Pole and line movement not only erases property aesthetics it increases EMFs and in some cases discriminates those with specific health conditions and eliminates such protected class from ever residing in the home they purchase.

5. **True: Evergy demands that new and/or upgraded poles/lines must be placed on their own/exclusive 30-foot easement not in a ROW like MoDOT’s.**

A symptom of that is expressed in the Evergy line design engineers not taking into account the proximity of residences or highway frontage businesses. They simply laid out the design with an apparent presumption of a right to take land because they are Evergy and no matter the protest or approvals, they will prevail. Evergy did this in Wichita in 2019. After they had their way with the victims/landowners, they apologized. Of course, the permanent damage and impact remains today. Read the Wichita article re: Westar/Evergy here:

<https://www.kansas.com/opinion/editorials/article229988894.html>, titled, “Westar does the right thing and reverses on giant poles in northeast Wichita”.

We intend to avoid a repeat of that very thing happening to us.

This preference of Evergy to decline a free right-of-way and opt to spend dollars just to have their own easement is not in the “public interest”, nor does it advance a “public purpose” as the need is void.

- At what point do a Missouri utility's self-arbitrated 'preference' become a need and/or 'public purpose' that supersedes a Missourian's property rights?
- Does Evergy's declared “preference” meet the qualifications test of a ‘public purpose’ in the 5th Amendment of the U.S. Constitution when said “preference” is not needed?

6. Missourians ultimately pay it all if the poles leave the MoDOT ROW, thus a ‘public purpose’ in the taking of land must have need/merit for Missourians and the landowners.

Currently, Evergy has free land and access to have their poles placed in the MoDOT right of way. If allowed, Missouri, its taxpayers and Evergy customers will pay for the frivolous spending and needless land grab by Evergy.

Who pays for this?

Pole placement	Cost to Evergy	Cost to Missourians	Cost to MoDOT
Remain in the MoDOT ROW	.00 Proprietary/unknown and won't be revealed to us by Evergy. Upgrade/regular maintenance of an upgrade will pass the 'rate recovery' process.	.00	.00
Remain in the MoDOT ROW and MoDOT never forces Evergy out of the ROW. (As MoDOT has indicated is most likely)	.00 Proprietary/unknown and won't be revealed to us by Evergy. Upgrade/regular maintenance of an upgrade will pass the 'rate recovery' process.	.00	.00
Poles placed outside MoDOT ROW and private easements purchased	.00 Costs in hundreds of thousands will be recouped through the MPSC brokered rate recovery process	Fully absorbed by Missouri's Evergy customers via the MPSC brokered 'rate recovery'.	.00
With poles placed out of the MoDOT ROW and MoDOT should ever ask Evergy to move their poles lines from the positions on the private easements	.00	Costs in hundreds of thousands minimally absorbed by Missouri's Evergy customers	Costs primarily absorbed by Missourians via MoDOT being required to pay for the pole line movement as Evergy has their own easement and MoDOT cannot force costs on the utility.
Total burden	Minimal if any impact	100 percent	100 percent

By needlessly leaving the ROW, Evergy places themselves in a protected position to guard them from future move costs. In this case, the 'presumed' need to move poles is limited to .6 miles at the very end of the line.

Regardless, the MoDOT ROW is free to the utility. If the MPSC or courts approve the actions of Evergy to move the poles, the 'public purpose' becomes 'publicly funded without a valid need/purpose' that could otherwise be resolved identically at little to no cost to Missourians.

7. **Safety risks**

This is very serious for us and easy to resolve.

Evergy states they need the private easements of 30-feet and more to ensure safety of workers and road travelers. With 15 feet on either side of the pole, the needed safety is achieved for workers and machinery and is an industry safety standard. Evergy has not provided any accident data on this route for workers repairing lines and replacing poles. However, in this 8.7 mile stretch of MO-13, we have been unable to identify any *traffic accidents/deaths involving utility workers for this stretch of MO-13*, through the publicly available Missouri Highway Patrol and OSHA reports. We landowners are committed to safety as much as we are to property rights. We support worker safety as evidenced by our offer of a 15-foot maintenance-only easement.

With a 15-foot easement, as offered by this group, [the 30-foot safety standard](#) is proved by their request for 30-feet = 15 feet on either side of the pole/line.

- This is easily resolved through our offer of a 15-foot maintenance-only easement on the opposite side of the MoDOT ROW. However, Evergy refuses this offer and refuses to negotiate the matter with this group. They will only discuss the price of land, not the volume of land.

8. **Undetermined: Certificate of Convenience & Necessity**

Does Evergy have a CCN that covers this project?

We have sought the CCN that Evergy claims to use for this project but they refuse to provide it to us. The CCNs we have viewed indicate a CCN and related approvals/notifications are not applicable for the impacted counties for the project area.

Responses from Evergy when we ask for their applicable CCN are as follows:

- *For all publicly available records, any member of the public may request those records from the Public Service Commission. If you would like any confirmation regarding that form, you may request that confirmation from the MPSC.*
- *Evergy operates an electrical system under authority granted to it by the State of Missouri. If you have any questions [concerning Evergy's authority to operate a public utility or have any questions about your rights,] Evergy encourages you to consult with your attorney.*

9. **Threats to those seeking to resolve the uninvited Evergy land grab:**

When one Evergy land acquisition agent verifies if a landowner is in "... the group opposing the Evergy move." A "no" response to him gets the following response, "Good, because that's not going to work out well for them."

Evergy, when asked about this, told us this was not a threat.

continued

Remedy

Field #6 cited in the Formal MPSC complaint form

In closing, we have come to the MPSC to file this complaint/protest and hope our efforts will work out well for all involved.

1. We request utility service through West Central Electric COOP be available to all MO-13 properties for the 8.7 miles impacted.
2. We request a hearing to discuss the issues contained in this protest/complaint.
3. We request your support in compelling Evergy to negotiate honestly with us as required by law and if needed, mediation.
4. As an undersigned, I agree with the contents of this submission. Furthermore, I approve JJ Green and/or Tim Allegri (both of Higginsville, MO) to represent me in any discussion/hearing on the matters discussed in this document unless I direct otherwise to the MPSC via email at pscinfo@psc.mo.gov. However, only I may enter into any binding, formal, informal or implied agreement that affects me directly/indirectly or my property(s).

Printed Name of Landowner(s)	Signature	Date	Property County
Tom + Denise Allegri		7-23-23	
Jesse L Green Jr		7-23-23	
Mark A. Hill		7-23-23	
Bethann C. Hill		7/23/2023	
David A. Handly		07/23/2023	
Gerald J. Stockton Rhonda G. Berg DPOA		7-23-2023	
Marjorie Dyer		7/23/2023	
Candace K Robertson		7/23/2023	
STEVEN L ROBERTSON		7/23/2023	
Aaron R. Collett		7-23-23	
Colette Collett		7-23-23	
Dwayne Marsh		7-23/23	
Letha Sue Baland		7-23-23	
Susan G. Bracken		7-23-23	
Charles E. Bracken		7-23-23	
Victor Butner		7/23/23	
VICTOR BUTNER		7/23/23	

Phod + Jessica Krummel	[REDACTED]	7-23-23	[REDACTED]
SCOTT RASA	[REDACTED]	7-23-23	[REDACTED]
Donald W RASA	[REDACTED]	7-23-23	[REDACTED]
Glen Wolfe	[REDACTED]	7-24-23	[REDACTED]
Amy Wolfe	[REDACTED]	7-24-23	[REDACTED]
Betty Beyers	[REDACTED]	7/24/23	[REDACTED]
Teresa Howard	[REDACTED]	7-24-23	[REDACTED]
BART WYATT	[REDACTED]	7-24-23	[REDACTED]



Missouri Public Service Commission

MAIDA J. COLEMAN
Commissioner

KAYLA HAHN
Commissioner

SCOTT T. RUPP
Chairman

POST OFFICE BOX 360
JEFFERSON CITY, MISSOURI 65102
573-751-3234
573-751-1847 (Fax Number)
<http://psc.mo.gov>

JASON R. HOLSMAN
Commissioner

GLEN KOLKMEYER
Commissioner

January 12, 2024

Via E-mail: [REDACTED]

Timothy Allegri
[REDACTED]
[REDACTED]

Re: Information Request of January 9, 2024

Dear Mr. Allegri:

I have received your most recent request for information in which you asked the following questions which I will attempt to answer below:

1. How many households in Missouri receive electrical service from ANY utility?
2. How many households in Missouri receive electrical service from Eergy?

The Missouri Public Service Commission, in general, only regulates the Missouri investor-owned public utilities. That includes four electric utilities in the state of Missouri. Other electric utilities in the state would include the electric cooperatives and several municipalities. The Commission does not receive information about the numbers of customers of cooperatives and municipalities; however, you may be able to get that information from the U.S. Energy Information Administration ([Electricity - U.S. Energy Information Administration \(EIA\)](#)). Or, you could contact the Missouri Public Utility Association ([MPUA - Missouri Public Utility Alliance](#)) and the Association of Missouri Electric Cooperatives ([Home | Association of Missouri Electric Cooperatives \(amec.org\)](#)).

The four regulated Missouri utilities reported the following customers at the end of the 2022 calendar year:

Electric Corporation	Total Customers in Missouri (2022)
The Empire District Electric Company d/b/a Liberty	161,477
Evergy Metro, Inc. d/b/a Evergy Missouri Metro	303,536
Evergy Missouri West, Inc. d/b/a Evergy Missouri West	340,298
Union Electric Company d/b/a Ameren Missouri	1,250,553

Please let me know if I can answer any further questions. My email address is nancy.dippell@psc.mo.gov, and my phone number is 573-751-8518.

Sincerely,



Nancy Dippell
Secretary of the Commission
Public Service Commission

A Snapshot of What We Do

Utility services and infrastructure are essential to the economy of Missouri. Virtually every Missouri citizen receives some form of utility service (electric, natural gas, telecommunications, steam, water or sewer) from a company regulated by the Missouri Public Service Commission (Commission or PSC).

The PSC is the state government agency charged with ensuring that you receive safe, adequate, and reliable utility services at reasonable rates. The Commission must balance the interests of the public — ratepayers — as well as company shareholders. In proceedings before the Commission, rates are set to give the utility company an opportunity, but not a guarantee, to earn a reasonable return on its investment after recovering its prudently incurred expenses.

MISSOURI'S REGULATED UTILITIES

Electric

The PSC regulates four investor-owned electric companies (Ameren Missouri, Evergy Missouri Metro, Evergy Missouri West and The Empire District Electric Company d/b/a Liberty). These companies serve more than 2 million customers. The Commission **does not** regulate the rates of rural electric cooperatives or municipal electric systems. The Commission **does** regulate rural electric cooperatives when it comes to safety issues.

Natural Gas

Five investor-owned natural gas companies are regulated by the PSC (Ameren Missouri, The Empire District Gas Company, Liberty Utilities, Spire Missouri, Inc., and Summit Natural Gas of Missouri). These companies serve nearly 1.4 million customers. While the Commission **does not** regulate the rates of municipal gas systems, the PSC **does** have jurisdiction in terms of safety. The PSC **does not** regulate propane.

Water and Sewer

There are approximately 28 regulated water and/or sewer companies in Missouri. The largest company is Missouri-American Water Company, serving more than 474,000 water customers and nearly 16,500 sewer customers. Water quality issues are regulated by the Missouri Department of Natural Resources. The Commission **does not** regulate the rates of municipal water and/or sewer systems, public water supply districts or public sewer districts.

Telephone

The PSC has limited jurisdiction over 729 telecommunications providers (local telephone service providers, long distance companies, Interconnected Voice over Internet Protocol — IVoIP, video service providers, pay phone providers and shared tenant service providers) in Missouri. The PSC **does not** regulate wireless telephone providers, internet providers or cable television.

Manufactured Housing

The PSC regulates dealers and manufacturers of manufactured homes and modular units, as well as the licensing of installers of new manufactured federal Housing and Urban Development (HUD) homes.

Steam

Two steam companies are under PSC jurisdiction —Evergy Missouri West and Vicinity Energy Kansas City, Inc. — formerly Veolia Energy Kansas City, Inc. These companies serve approximately 53 customers, primarily commercial and industrial.



Missouri Public Service Commission

200 Madison Street • P.O. Box 360 • Jefferson City, Missouri 65102-0360
Website: psc.mo.gov **Email:** pscinfo@psc.mo.gov **Phone:** 1-800-392-4211

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

Timothy Allegri,)	
)	
Complainant,)	
v.)	File No. EC-2024-0015
)	
Evergy Metro, Inc. d/b/a Evergy Missouri Metro)	
And Evergy Missouri West, Inc. d/b/a Evergy)	
Missouri West,)	
)	
Respondent.)	

**ANSWER, AFFIRMATIVE DEFENSES, AND MOTION TO DISMISS OF
EVERGY MISSOURI METRO AND EVERGY MISSOURI WEST**

COMES NOW, Evergy Metro, Inc. d/b/a Evergy Missouri Metro (“Evergy Missouri Metro”) and Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“Evergy Missouri West”) (collectively, the “Company” or “Evergy”), by and through its counsel, hereby submits its *Answer, Affirmative Defenses, and Motion to Dismiss* (“Answer”) to the formal complaint of Timothy Allegri (“Complainant”).

I. INTRODUCTION

1. This case involves a landowner complaint regarding an easement that is needed to replace an old 69kV transmission line along Missouri Highway 13 in Lafayette and Johnson County, Missouri. The 8.7 mile 69 kV transmission line was originally constructed in 1977-78. Several of the poles are leaning and constitute a potential safety hazard, and Evergy has determined that the line needs to be replaced. The new line will continue to be a 69kV transmission line following the upgrade of the transmission line facility.

2. The determination of need to replace power lines has been delegated to the public utilities in Missouri by the legislature and is generally not subject to judicial review. According to

Missouri Public Service Co v. H&W Inv. Co., Inc., 602 S.W. 2d 41, 43 (Mo. App 1980)¹[T]he determination of need for the land to be condemned is vested in the sound discretion of the utility, and is not subject to judicial review, unless the protesting landowner alleges and proves that the utility's claim of necessity constitutes fraud, bad faith or an arbitrary or unwarranted abuse of discretion. That matter is controlled by Mapco, Inc. v. Williams, 581 S.W.2d 402, 405(1, 2) (Mo.App.1979), and cases cited, which hold that the question of whether the taking of any given private property is "necessary" and the extent and exact location of the property to be taken are matters of political or legislative determination which have been delegated to the condemning authority by virtue of the statute granting the right of eminent domain. (§ 523.010, RSMo 1969.) That case, and further cases cited, also hold that the landowner must plead and prove fraud, bad faith, or an arbitrary or unwarranted abuse of discretion of the condemnor in its claim of "necessity" in order that judicial inquiry may be invoked.

3. As explained in Evergy's Response To Additional Complainants and Mediation Request filed on August 24, 2023, in this proceeding, the Circuit Court of Lafayette and Johnson County have each scheduled hearings to consider the factual and legal issues associated with this easement for September 6 and October 24, 2023.¹ Chapter 523, RSMo gives the statutory authority for the circuit courts to resolve all matters related to eminent domain and condemnation issues. Given that the circuit courts of Lafayette and Johnson County, Missouri are in the process of resolving these issues, it is not appropriate for the Commission to attempt to usurp the courts authority by attempting to resolve the issues addressed by the Complainant in the Complaint addressed below.

¹ See Evergy Missouri Metro and Evergy Missouri West's Response To Additional Complainants And Mediation, Ex Nos. B and D. (filed on August 24, 2023).

II. BACKGROUND OF COMPLAINT

4. Complainant (along with Jesse L. Green, Jr.) filed a formal complaint (public and confidential versions) and against Evergy Metro, Inc. d/b/a Evergy Missouri Metro and Evergy Missouri West, Inc. d/b/a Evergy Missouri West with multiple complainants in addition to Mr. Allegri on July 25, 2023 (“July 25th Complaint”).

5. On July 26, 2023, the Commission issued its *Notice of Deficiency* related to the Complaint filed by the Complainant on July 25, 2023. The Commission stated:

On July 26, 2023, (sic) Complainants filed a complaint with the Missouri Public Service Commission against Evergy Metro, Inc. d/b/a Evergy Missouri Metro and Evergy Missouri West, Inc. d/b/a Evergy Missouri West. Commission Rule 20 CSR 4240-2.040(5), concerning practice before the Commission by non-attorneys, states that a natural person may represent himself or herself, but practice is strictly limited to the individual representing himself or herself on his or her own behalf, but not any other person or entity.

Therefore, this complaint is deficient and the Commission cannot take action on this matter until this deficiency is corrected.

6. On August 1, 2023, Complainant filed with the Commission a second Formal Complaint (public and confidential versions) against Evergy Metro, Inc. d/b/a Evergy Missouri Metro and Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“August 1st Complaint”) in response to the Commission’s July 26th Notice of Deficiency.

7. On August 2, 2023, the Commission issued its *Order Giving Notice of Complaint, Directing an Answer, and a Staff Investigation* (“August 2nd Order”). The Order directed that Evergy shall file an answer to this complaint or request for mediation no later than August 31, 2023. The Order also directed that the Staff of the Commission shall investigate this complaint and file a report with the Commission no later than September 25, 2023.

8. On August 15, 2023, Complainant filed an *Amendment and Request to Reverse Omission of Co-Complainants* (“Amendment”) requesting that the Commission reverse its July 26th Order and add twenty-six additional “self-represented co-complainants”.² On August 15, 2023, Complainant also filed a Request For Mediator.

9. On August 17, 2023, the Commission issued its *Order Directing Response to Additional Complainants and Mediation Request* which directed Evergy to respond to Complainant’s requests by August 24, 2023.

10. On August 24, 2023, Evergy filed its Response to Additional Complainants and Request For Mediation which opposed the inclusion of twenty-six additional complainants in this proceeding and Complainant’s request for mediation.

11. On August 27, 2023, Complainant filed its Response to Evergy’s pleading filed on August 24, 2023.

12. As of this date, the Commission has not ruled upon the appropriateness of including twenty-six additional complainants or Complainant’s request for mediation.

13. Since Evergy has previously addressed the inclusion of twenty-six additional complainants and Complainant’s request for mediation, this pleading will not reiterate Evergy’s arguments on those issues, but this pleading represents Evergy’s Answer, Affirmative Defenses and Motion To Dismiss the second Formal Complaint that was filed by Mr. Allegri on August 1, 2023, as required by the Commission’s August 2nd Order.

14. On August 29, 2023, the Commission Staff filed its Staff Response, Motion For Expedited Treatment, and Motion For Injunction. The Commission issued its Order Directing

² See, Amendment, p. 1.

Responses to the Staff Response to be filed by August 30, 2023. Evergy is filing a separate Reply to the Staff Response concurrent with this pleading.

III. ANSWER TO COMPLAINT

15. Except as specifically admitted herein, the Company denies, or is without sufficient knowledge to admit or deny, each and every allegation and statement in the Complaint and all related attachments.

16. The Company admits that Complainant resides at the address, as identified in Paragraph 1 of the confidential version of the Complaint.

17. Paragraph 2 of the Complaint does not appear to contain any allegations. The Company admits that Complainant received electric service at the property identified in the confidential version of the Complaint.

18. In response to Paragraph 3, the Company admits that it maintains a mailing address at One Kansas City Place, 1200 Main Street, P.O. Box 418679, Kansas City, Missouri 65105.

19. In response to Paragraph 4, the Company admits that it is a public utility under the jurisdiction of the Commission.

20. Paragraph 5 of the Complaint does not appear to contain any allegations and indicates that the amount at issue is “Not Applicable” in this case. To the extent a response is required, the Company denies.

21. Paragraph 6 of the Complaint does not appear to contain any allegations. Rather than stating the relief being requested by Complainant, Paragraph 6 directs the reader to “Please see attached.” On page 4 of 4 of the Attachment to the Complaint, the Complaint requests three specific actions from the Commission:

I request utility service options through both Evergy and West Central Electric COOP be available to my MO-13 property and others on MO-13 for the 8.7-mile section discussed in this small formal complaint.

I request a hearing to discuss the issues contained in this small formal complaint.

I request your support in compelling Evergy to negotiate honestly as required by law and within reasonable parameters, and encourage the option of mediation. (Attachment to Complaint, p. 4 of 4).

As explained below, none of these requests for relief may be granted by the Commission.

22. Paragraph 7 of the Complaint does not appear to contain any allegations. Instead of identifying the statute, tariff, or Commission regulation or order that Complainant alleges has been violated by Evergy, as required by 20 CSR 4240-2.070 (1), Paragraph 7 directs the reader to “Please see attached.” The attachment identifies no statute, tariff, or Commission regulation or order that Complainant alleges has been violated by Evergy. To the extent a response is required, the Company denies.

23. Paragraph 8 of the Complaint does not appear to contain any allegations. Instead of identifying whether the complainant has directly contacted the Respondent or the steps taken by Complainant to present this matter to Respondent, as required by 20 CSR 4240-2.070(4)(D), Paragraph 8 directs the reader to “Please see attached.” The attachment identifies no steps taken by Complainant to present this matter to Respondent. To the extent a response is required, the Company denies all allegations made in the attachment, except as specifically admitted herein.

24. Attached to the Complaint is a four-page document which contains numerous allegations and statements. Much of the attachment contains unsubstantiated and unverified allegations and statements, and hearsay to which Respondent objects and denies.

25. To the extent a general response is required to the four-page attachment, the Company denies each of the statements, unless specifically admitted herein. More specifically,

Respondent denies that it is refusing to negotiate easements in the public interest. Respondent denies that it “[d]isregard of a utilities (sic) public purpose.” Respondent denies that it has issued “[m]isleading statements regarding CCN related issues with misrepresentations of fact.”

26. With regard to the statement contained in the second paragraph on page 1 of 4 of the Attachment, Respondent admits that the Commission has jurisdiction regarding Evergy, but not over the MoDOT.

27. With regard to statements regarding the Complainant and his neighbors in the third and fourth paragraph on page 1 of 4, Respondent has insufficient information to admit or deny.

28. With regard to the statements contained in the fifth and sixth paragraphs on page 1 of 4, Respondent has insufficient information to admit or deny.

29. With regard to the statements contained in the seventh and eighth paragraphs on page 1 of 4, Respondent has insufficient information to admit or deny.

30. With regard to the statements contained in the ninth paragraph on page 1 of 4, Respondent admits that Complainant’s property is part of the easement that Evergy is seeking along MO-13 highway frontage at the rate specified in the confidential version of the Complaint.

31. With regard to the statements contained in the first paragraph on page 2 of 4, Evergy admits that is seeking a 30-foot easement along MO-13 highway frontage, but denies all other statements.

32. With regard to all other statements contained on page 2 of 4, Evergy denies all allegations.

33. With regard to the statements contained on page 3 of 4, Respondent states that it has insufficient knowledge to respond, and therefore denies all statements.

34. With regard to the statements contained on page 4 of 4, Respondent has insufficient information to admit or deny, except that Evergy admits that it needs the private easements of 30-feet is needed, among other reasons, to ensure safety of workers and road travelers.

IV. AFFIRMATIVE DEFENSES

35. The following are the Affirmative Defenses that Evergy raises in response to the Complaint:

FIRST DEFENSE

36. The Complaint fails to state a claim upon which relief may be granted.

SECOND DEFENSE

37. The Complaint fails to allege that Evergy has violated any statute, tariff, or Commission regulation or order as required by 20 CSR 4240-2.070(1).

THIRD DEFENSE

38. The Complaint fails to allege that the Commission has jurisdiction to hear the complaint.

FOURTH DEFENSE

39. The Commission lacks jurisdiction to issue any orders related to eminent domain or condemnation issues that are under the jurisdiction of the circuit courts, pursuant to the provisions of Chapter 523, RSMo.

FIFTH DEFENSE

40. The Commission lacks jurisdiction to mediate any dispute involving issues beyond its jurisdiction.

SIXTH DEFENSE

41. The Complaint fails to allege that any of the easements being sought are within the service area of Evergy Missouri Metro, and therefore Evergy Missouri Metro requests that it be dismissed from this Complaint case.

V. MOTION TO DISMISS

42. The Commission’s rules provide that “The commission, on its own motion or on the motion of a party, may after notice dismiss a complaint for failure to state a claim on which relief may be granted.” 20 CSR 4240-2.070(7). When evaluating such a motion “the petition is reviewed in an almost academic manner, to determine if the facts alleged meet the elements of a recognized cause of action, or of a cause that might be adopted in that case.”³ In other words, the Commission should ask, assuming the allegations are true, whether the complainant would have a right to the relief he seeks. Under this standard, Mr. Allegri’s complaint must fail. Even if each fact Mr. Allegri alleges were accurate, he is not entitled to the relief he seeks. The Complaint seeks three specific actions from the Commission:

I request utility service options through both Evergy and West Central Electric COOP be available to my MO-13 property and others on MO-13 for the 8.7-mile section discussed in this small formal complaint.

I request a hearing to discuss the issues contained in this small formal complaint.

I request your support in compelling Evergy to negotiate honestly as required by law and within reasonable parameters, and encourage the option of mediation. (Attachment to Complaint, p. 4 of 4).

43. Complainant requests “utility service options from both Evergy and West Central Electric COOP be available. . . .” In order to change service providers, Missouri law requires that

³ *Richardson v. Richardson*, 218 S.W. 3d. 426, 428 (Mo. 2007).

the change of supplier be for reasons other than a rate differential. Section 393.106(2). Complainant has not alleged that his current electric service is deficient or any other reasons sufficient to support a change of supplier. The Complaint does not meet the requirements of 20 CSR 4240-3.140 required for an Application for Change of Electrical Supplier. Moreover, changing electric service providers will not change the need for a new transmission line nor prevent Evergy from siting that line on Complainant's property.

44. Complainant "requests a hearing to discuss the issues contained in this small formal complaint." The Commission does not hold hearings to "discuss issues." Typically, hearings are held in order to present evidence for the Commission to use in making a decision within its statutory authority and jurisdiction. There is no decision for the Commission to make with regard to the easement for a new transmission line within Evergy's service area. As noted above, the Company has determined that it requires a new transmission line and has taken the legal steps to acquire Complainant's property to do so. The Commission does not have the jurisdiction to resolve any eminent domain disputes. Instead, as explained herein, the circuit courts of Lafayette and Johnson County, Missouri are already scheduled to hold hearings under Chapter 523, RSMo to consider the eminent domain issues relevant to this Complaint.

45. The Complainant requests "your [Commission] support in compelling Evergy to negotiate honestly as required by law and within reasonable parameters, and encourage the option of mediation." The Company denies that it has not negotiated honestly. The Commission is not empowered to "support" a party to a Commission complaint. Moreover, the Commission does not have the legal authority to mediate an eminent domain or condemnation dispute.

46. This Commission has also recognized its absence of authority to resolve eminent domain disputes of landowners. In Missouri Landowners Alliance, et al. v. Grain Belt Express,

LLC, et al., File No. EC-2021-0059 (“Grain Belt”), the Commission held that it has no jurisdiction or authority to grant a public utility eminent domain (p. 14). Moreover, the Commission found that its statutory authority in complaint cases, pursuant to Section 386.390, RSMo, is limited to determining whether a public utility committed any act or failed to act in violation of any provision of law subject to the Commission's authority, any rule promulgated by the Commission, any utility tariff, or any order or decision of the Commission. (p. 16). In the Grain Belt case, the Commission found that the complainant had not met its burden of proof regarding its allegations that the utility had violated a Commission order. (p. 19). In the instant case, Complainant has not even alleged a violation of a Commission order, tariff or regulation. Complainant questions the need for a 30-foot easement instead of the existing easement but as noted above all questions concerning the ability of a utility to condemn property for public use are solely for the circuit court to decide. Similarly, Complainant questions whether Evergy has a Certificate of Convenience and Necessity (“CCN”) for the transmission line. Again, the circuit court will determine if Evergy has the authority to condemn property for the building of the transmission line. Evergy does have a CCN for the entire transmission line as the Commission’s CCN map (attached as Exhibit A) clearly shows.⁴ Staff also indicates that the Commission case in which the certificate for the service area affected by this Complaint was issued in 1938.⁵

GROUND FOR DISMISSAL

47. The Company moves to dismiss the Complaint in its entirety on the basis that it fails to state a claim upon which relief can be granted.

⁴ [Missouri Electric Service Area Map 11-8-19.pdf \(mo.gov\)](#)

⁵ See paragraph 2 of *Staff Response, Motion for Expedited Treatment, and Motion for Injunction* (“Response”).

48. The Company moves to dismiss the Complaint on the grounds that none of the allegations made by Complainants constitute a violation of any statute, tariff, or Commission regulation, or order.

49. The Company moves to dismiss the Complaint on the ground that it has operated within its approved tariffs, Commission orders and regulations, Missouri law and therefore and the Complaint should be summarily dismissed.

50. The Company moves to dismiss the Complaint on the ground that the Commission lacks jurisdiction to issue any orders related to eminent domain issues that are under the jurisdiction of the circuit courts, pursuant to the provisions of Chapter 523, RSMo.

51. The Company moves to dismiss the Complaint on the ground that the Commission lacks jurisdiction to mediate any dispute involving issues beyond its jurisdiction.

52. The Complaint fails to allege that any of the easements being sought are within the service area of Evergy Missouri Metro, and therefore Evergy Missouri Metro should be dismissed from this Complaint case.

VI. CONCLUSION

53. In conclusion, the Company has complied with its tariffs and all Commission rules, regulations and Orders. For the reasons set forth herein, the Company requests the dismiss the Complaint. In the alternative, the Company requests that the Commission hold this matter in abeyance until the circuit courts of Lafayette and Johnson County, Missouri have rendered their decisions in Case Nos. 23LF-CV00700 and 23-JO-CC00142.

WHEREFORE, the Company respectfully submits for Commission consideration this Answer to the Complaint and moves the Commission for an order dismissing the Complaint with

prejudice for failure to state a claim upon which relief can be granted, and for any such further relief the Commission deems appropriate.

Respectfully submitted,

/s/ Roger W. Steiner

Roger W. Steiner, MBN 39586
Evergy, Inc.
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Email: jfischerpc@aol.com

**Attorneys for Evergy Missouri Metro and Evergy
Missouri West**

CERTIFICATE OF SERVICE

A copy of the foregoing has been served this 30th day of August 2023 upon counsel for all parties of record in this proceeding via electronic service or U.S. mail postage prepaid.

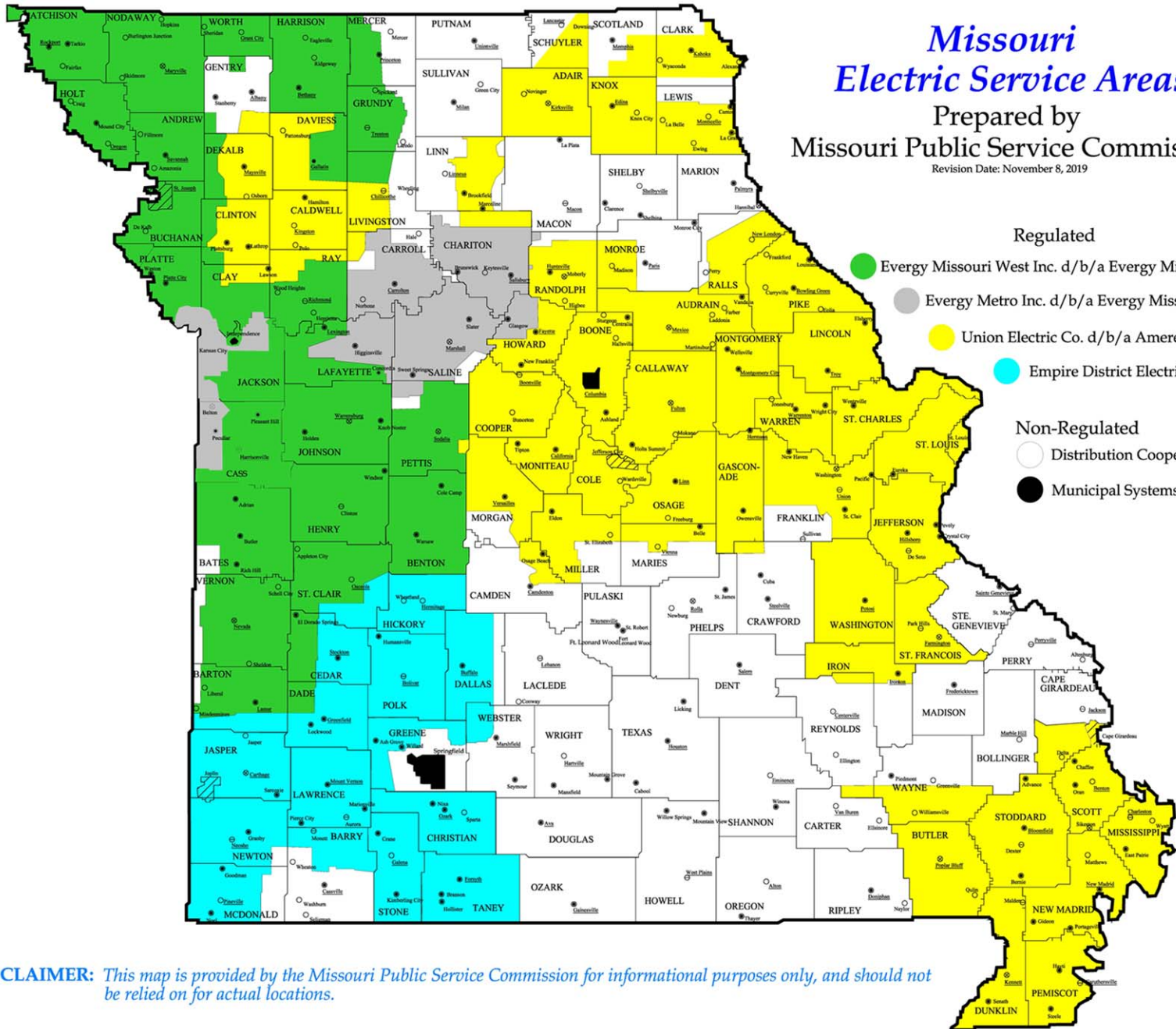
/s/ Roger W. Steiner

Roger W. Steiner

Missouri Electric Service Areas

Prepared by
Missouri Public Service Commission

Revision Date: November 8, 2019



DISCLAIMER: This map is provided by the Missouri Public Service Commission for informational purposes only, and should not be relied on for actual locations.

To: [MO PSC Staff \(Other\)](#)

Date of this request: December 19, 2023

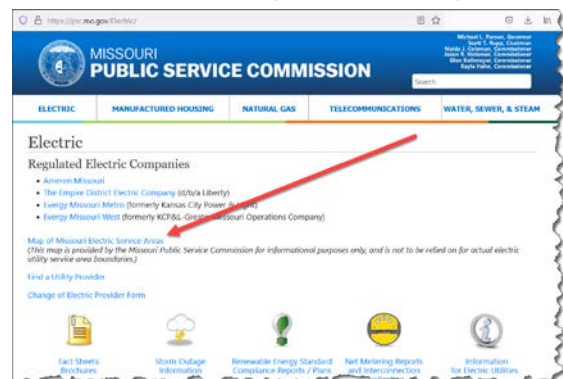
**Please respond no later than January 8, 2024
and treat this as a data request within Case Number: EC-2024-0015**

Data Request:

1. Please provide a list and all corresponding communications/details of all MPSC Commissioner approved and/or ordered exceptions to Evergy's compliance with Order #1 of CCN 9470.
 - A. If no exceptions have been granted, please provide the actions of the Commissioners and / or basis of inaction.
2. Please provide a list and all corresponding communications/details of all MPSC Commissioner approved and/or ordered exceptions to Evergy's compliance with Order #2 of CCN 9470.
 - A. If no exceptions have been granted, please provide the actions of the Commissioners and / or basis of any inaction.
3. Please provide a list and all corresponding communications/details of all MPSC Commissioner approved and/or ordered exceptions to Evergy's compliance with Order #3 of CCN 9470.
 - A. If no exceptions have been granted, please provide the actions of the Commissioners and / or basis of any inaction.
4. Please provide a list and all corresponding communications/details of all MPSC Commissioner approved and/or ordered exceptions to Evergy's compliance with Order #4 of CCN 9470.
 - A. If no exceptions have been granted, please provide the actions of the Commissioners and / or basis of any inaction.
5. Please provide a list and all corresponding communications/details of all MPSC Commissioner approved and/or ordered exceptions to Evergy's compliance with Order #5 of CCN 9470.
 - A. If no exceptions have been granted, please provide the actions of the Commissioners and / or basis of any inaction.
6. CCN Area description for complaint EC-2024-0015:
 - A. Does the Commission agree the image and URL below is not an implied CCN Map but rather as the Commission describes on its site |

A, "[Map of Missouri Electric Service Areas](#): (This map is provided by the Missouri Public Service Commission for informational purposes only, and is not to be relied on for actual electric utility service area boundaries.)"
<https://psc.mo.gov/Electric/>.

If this map is indeed a reliable CCN Map, or even a reliable 'electric service area map', I request its description be revised posthaste.



Thank you | Tim Allegri (tdallegri@reagan.com)

CERTIFICATE OF SERVICE

A copy of the foregoing has been served this 19th day of December 2023 to all parties in this proceeding via electronic service.

Evergy's Treatment of Missouri Taxpayers and State Government

MoDOT pays Evergy \$95,395.00 for .4-.6 acres of Evergy owned land [via condemnation](#). Evergy originally sought to get 1.6 million dollars out of Missourians for this small piece of land.

This acreage resides on a 20-acre lot owned by Evergy (in Cass county) that has an amazing [full appraisal value of \\$5,340.00](#).

Evergy bullied Missourians to pay at a rate of ***\$158,991.00 per acre***.

Through this, has Evergy set a precedent for what they will pay for an acre of land when they decide they want to take it from Missourians in condemnation suits?

Up until now, Evergy takes land and pays as little as \$1,500 per acre in the Higginsville/Warrensburg area. If you're unfortunate enough to have one of these two take your land ... you need only hope MoDOT takes your land before Evergy.

IN THE CIRCUIT COURT OF CASS COUNTY
STATE OF MISSOURI

STATE OF MISSOURI, ex rel)
MISSOURI HIGHWAYS AND)
TRANSPORTATION COMMISSION)

Relator,)

vs.)

Case No. _____

EVERGY MISSOURI WEST, Inc. a Missouri)
corporation, successor by merger to KCP&L)
GREATER MISSOURI OPERATIONS CO.)

SERVE: CSC-Lawyers Incorporating Service)
221 Bolivar St.)
Jefferson City, MO 65101)

(PARCEL NO. 7);)

and)

CHRIS MOLENDORP, as Collector for Cass)
County, Missouri)

SERVE: Chris Molendorp, Collector)
2725 Cantrell Road)
Harrisonville, MO 64701;)

(PARCEL NO. 7))

Defendants.)

CONDEMNATION PETITION

1. Relator, MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, is a branch of the Government of the State of Missouri, created by a constitutional amendment adopted on November 6, 1979, and is successor to the State Highway Commission of Missouri, which was created by a special act of the General Assembly approved August 4, 1921, and appearing in Laws of Missouri, 1921, First Extra Session, pages 131 through 167, both inclusive. It may sue in its official name.

2. Defendants, EVERGY MISSOURI WEST, Inc., a Missouri corporation, successor by merger to KCP&L GREATER MISSOURI OPERATIONS CO., is a Missouri corporation, registered with the Missouri Secretary of State in good standing, Charter Number F00300558; and, as the Collector of Revenue for Cass County, Missouri, who may have a lien for any real estate taxes due and unpaid on the subject property (Parcel 7).

3. Relator is empowered by Section 227.120 RSMO to condemn, in the name of the State of Missouri, lands, property, and rights for the purposes hereinafter set out and when necessary for the proper and economical construction and maintenance of State highways; and is further authorized to locate, relocate, establish, acquire, construct, complete and widen or otherwise improve and maintain any highway within the State; to comply with any federal law or requirement, which is or shall become a condition to the receipt of Federal funds; and, to limit access to, from, and across state highways where the public interest and safety may require. Relator has in compliance with the law designated sections of State highway in Cass County, Missouri, designated as Route 58, as hereinafter more particularly described.

4. Under Section 227.050 RSMo, Relator's District Engineer for the Kansas City District, on behalf of the Deputy Director/Chief Engineer, has, in compliance with law, prepared and submitted recommendations as to detail plans, width of right-of-way, surfaced roadway, type and character of construction and partial controlled access, to a section of state highway in Cass County, Missouri, designated as Route 58, a highway improvement project including addition of roundabout, together with any incidental work on the above state road from the intersection of Prairie Lane east of the City of Raymore, Station 258+52.00 to Station 271 + I 0.1 5, the total length being 0.238 miles, and will be furnishing a copy thereof to the County Clerk and Circuit Clerk of Cass County, Missouri, for public information. Relator will, in compliance with law, approve and adopt said detailed plans and recommendations which locate and establish said part

of the state highway now designated and known as Route 58, Cass County, Missouri, as shown on said detailed plans.

5. Said detailed plans show the location, survey and plans for the construction, reconstruction, improvement, and among other things, the location of said highway through or by the land and property and the rights, which will be affected by this condemnation proceeding in which the Defendants claim interest. In compliance with law, the description of the lands and rights being condemned or affected by this proceeding are as shown on said plans. For a more accurate and perfect description of said parcels of land and the rights over them, or interest sought to be acquired, reference is hereby made to said map, survey and detailed plans. A copy of said detailed plans will be filed herewith in the County Clerk's Office and with the Circuit Clerk of Cass County, Missouri, for public information and made a part of this condemnation petition by reference. The description of the lands, properties, and rights being condemned, extinguished, or affected by this proceeding was taken from, and is as shown on, said detailed plans.

6. Relator has caused the property to be appraised before the initiation of negotiations and has given just notice of intended acquisition to the owner of the property affected. Relator has established an amount believed to be just compensation for the property needed from each parcel described herein and damage, if any, to the property not taken and the amounts so established were promptly offered in writing to the owners of the property affected at least thirty days prior to filing this petition with the court. The amount established as just compensation, which was offered to the owner, included compensation for any structures or improvements taken or affected. Relator and the fee owner of the property has been unable to agree upon the just compensation to be paid.

7. All the land and property which is being condemned or rights in which are being affected or extinguished, which are described herein, lie in Cass County, Missouri.

8. It is necessary for the proper and economical construction and maintenance of said State Highway that the land, property, and rights indicated on said detailed plans, and as set out herein, shall be acquired, and Relator has in compliance with law so found, determined, and declared, and has ordered and directed its Chief Counsel to purchase or condemn same and the land, property, and rights are being condemned as herein next set out, in paragraphs 9 through 9.50.

9. (Parcel 7, Project J4S3272) Land, Property, Title or Interest, Ownership of, or Legal Rights in which are claimed by fee owner(s) EVERGY MISSOURI WEST, INC., a Missouri Corporation, successor by merger to KCP&L GREATER MISSOURI OPERATIONS CO; and, by CHRIS MOLENDORP, as Collector for Cass County, Missouri; said parcel of land more particularly described as follows, to wit:

9.10 ALL THAT PART OF DEFENDANTS' REAL PROPERTY AND REAL PROPERTY RIGHTS AND INTEREST IN A NORMAL ACCESS TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 46 NORTH OF THE BASELINE, RANGE 32 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN CASS COUNTY, MISSOURI, LYING ON THE RIGHT OR SOUTHERLY SIDE OF THE FOLLOWING DESCRIBED EXISTING ROUTE 58 SURVEY CENTERLINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

9.20 BEGINNING AT A POINT 175.00 FEET RIGHT OF CENTERLINE STATION 263+81.70, SAID POINT BEING ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF PRAIRIE LANE; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT 302.89 FEET RIGHT OF CENTERLINE STATION 263+79.61; THENCE NORTHWESTERLY TO A POINT 220.00 FEET RIGHT OF CENTERLINE STATION 263+60.00; THENCE NORTHWESTERLY TO A POINT 175.00 FEET RIGHT OF CENTERLINE STATION 263+30.00; THENCE EASTERLY TO THE POINT OF BEGINNING, CONTAINING 2,504 SQUARE FEET, MORE OR LESS, OF LAND.

9.30 BEGINNING AT A POINT 35.00 FEET RIGHT OF CENTERLINE STATION 262+00.00, SAID POINT BEING ON THE EXISTING SOUTHERLY RIGHT OF WAY OF EXISTING ROUTE 58; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO A POINT 35.00 FEET RIGHT OF CENTERLINE STATION 264+03.98, SAID POINT BEING ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 14;

THENCE SOUTHERLY ALONG SAID EAST LINE TO A POINT 175.00 FEET RIGHT OF CENTERLINE STATION 264+01.70; THENCE WESTERLY TO A POINT 175.00 FEET RIGHT OF CENTERLINE STATION 263+30.00; THENCE NORTHWESTERLY TO A POINT 60.00 FEET RIGHT OF CENTERLINE STATION 262+45.00; THENCE NORTHWESTERLY TO THE POINT OF BEGINNING, CONTAINING 0.40 ACRES OR 17,773 SQUARE FEET, MORE OR LESS, OF LAND.

9.40 ALSO A TEMPORARY EASEMENT FOR THE PURPOSE OF GRADING, SLOPING, AND CONSTRUCTION, WHICH INCLUDES ALL THAT PART OF GRANTOR'S LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 46 NORTH OF THE BASELINE, RANGE 32 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN CASS COUNTY, MISSOURI, LYING ON THE RIGHT OR SOUTHERLY SIDE OF THE FOLLOWING DESCRIBED EXISTING ROUTE 58 SURVEY CENTERLINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

9.41 BEGINNING AT A POINT 35.00 FEET RIGHT OF CENTERLINE STATION 258+50.00, SAID POINT BEING ON THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF EXISTING ROUTE 58; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO A POINT 35.00 FEET RIGHT OF CENTERLINE STATION 262+00.00; THENCE SOUTHEASTERLY TO A POINT 45.00 FEET RIGHT OF CENTERLINE STATION 262+18.00; THENCE WESTERLY TO A POINT 45.00 FEET RIGHT OF CENTERLINE STATION 258+50.00; THENCE NORTHERLY TO THE POINT OF BEGINNING, CONTAINING 3,590 SQUARE FEET, MORE OR LESS.

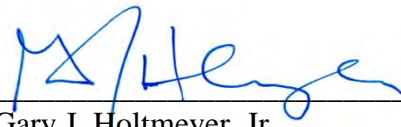
9.42 UPON COMPLETION AND ACCEPTANCE OF THIS PROJECT, THE EASEMENT RIGHTS IN SAID TEMPORARY EASEMENTS SHALL CEASE AND BE NO LONGER IN EFFECT.

9.50 THE EXISTING ROUTE 58 SURVEY CENTERLINE IS LOCATED AND DESCRIBED AS FOLLOWS: COMMENCING AT A COPPERWELD (CERTIFIED LAND CORNER DOCUMENT#600-49287) AT THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 46 NORTH OF THE BASELINE, RANGE 32 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE N 86°38'35" E A DISTANCE OF 95.89 FEET TO EXISTING ROUTE 58 SURVEY CENTERLINE POT STATION 265+00.00; THENCE S 87°08'40" E ALONG SAID EXISTING ROUTE 58 SURVEY CENTERLINE A DISTANCE OF 700.00 FEET TO EXISTING ROUTE 58 SURVEY CENTERLINE POT STATION 272+00.00 FOR THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EXISTING ROUTE 58 SURVEY CENTERLINE; THENCE N 87°08'40" W ALONG SAID EXISTING ROUTE 58 SURVEY CENTERLINE A DISTANCE OF 725.90 FEET TO EXISTING ROUTE 58 SURVEY CENTERLINE PI STATION 264+74.10; THENCE N 88°42'40" W ALONG SAID EXISTING ROUTE 58 SURVEY CENTERLINE A DISTANCE OF 674.10 FEET TO EXISTING ROUTE 58 SURVEY CENTERLINE POT STATION 258+00.00 FOR A POINT OF TERMINATION.

10. WHEREFORE, Relator prays that the land, property or rights herein described be and

stand condemned for the use herein set out; that three (3) disinterested freeholders, residents of Cass County, Missouri, be appointed as Commissioners to ascertain and assess the damages, if any, which the Defendants of said parcel of land or interests therein may sustain and the just compensation, if any, to which they may be entitled in consequence of the construction and maintenance of the public improvements herein described, taking into consideration in determining said damages for compensation, if any, the benefits to be derived by the Defendants, as well as the damages sustained by reason of the construction of said public improvement, and, that Relator further prays for all proper orders, judgments and decrees.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By: 

Gary J. Holtmeyer, Jr. #50378
Acting Regional Counsel- KC and NW Districts
Regional Counsel- Central District

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1511 Missouri Blvd., P. O. Box 718
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Gary.HoltmeyerJr@modot.mo.gov

Rich Tiemeyer #23284
Chief Counsel

ATTORNEYS FOR RELATOR

DESIGN DESIGNATION

A.A.D.T. - 2020 = 8,700
 A.A.D.T. - 2040 = 15,600
 T = 7.6%
 V = 55 M.P.H.

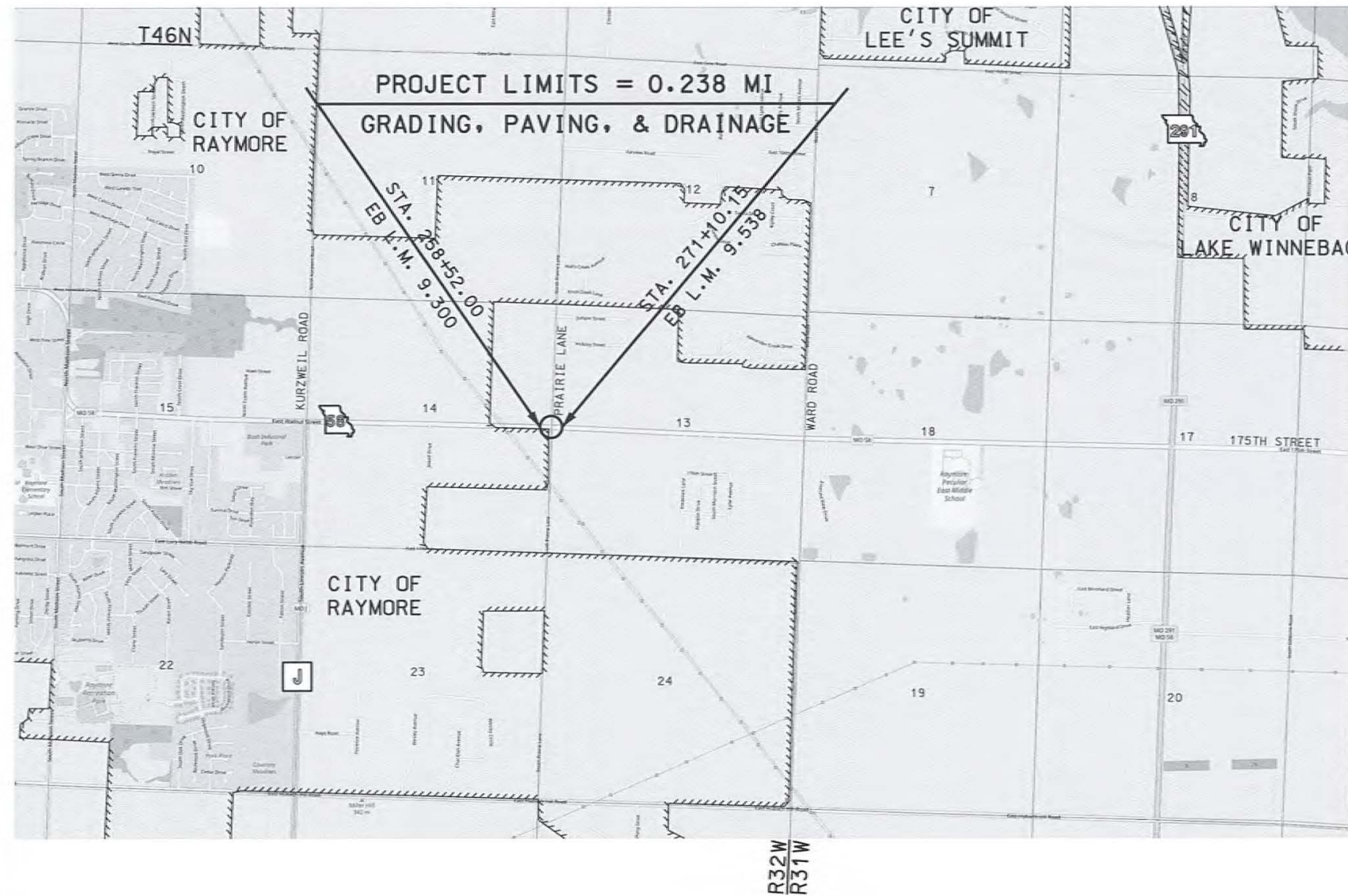
MO 58
 FUNCTIONAL CLASSIFICATION- MINOR ARTERIAL

**NORMAL RIGHT-OF-WAY
 IS TO BE ACQUIRED**

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 PLANS FOR PROPOSED
 STATE HIGHWAY
 CASS COUNTY
 RIGHT-OF-WAY PLANS**

INDEX OF SHEETS

DESCRIPTION	SHEET NUMBER
TITLE SHEET	1
TYPICAL SECTIONS (TS) (XX SHEETS)	2
QUANTITIES (QU) (XX SHEETS)	N/A
PLAN-PROFILE (PP)	N/A
RIGHT OF WAY (RW)	3-4
REFERENCE POINTS (RP)	N/A
COORDINATE POINTS (CP)	N/A
SPECIAL SHEETS (SS)	N/A
TRAFFIC CONTROL SHEETS (TC)	N/A
EROSION CONTROL SHEETS (EC)	N/A
LIGHTING (LT)	N/A
SIGNALS (SG)	N/A
SIGNING (SN)	N/A
PAVEMENT MARKING (PM)	N/A
CULVERT SECTIONS (CS)	N/A
CROSS SECTIONS (XS)	N/A



**CONVENTIONAL SYMBOLS
 (USED IN PLANS)**

	EXISTING	NEW
BUILDINGS AND STRUCTURES	[Symbol]	[Symbol]
GUARD RAIL	[Symbol]	[Symbol]
GUARD CABLE	[Symbol]	[Symbol]
CONCRETE RIGHT-OF-WAY MARKER	[Symbol]	[Symbol]
STEEL RIGHT-OF-WAY MARKER	[Symbol]	[Symbol]
LOCATION SURVEY MARKER	[Symbol]	[Symbol]
UTILITIES		
FIBER OPTICS	-FO-	-FO-
OVERHEAD CABLE TV	-OTV-	-OTV-
UNDERGROUND CABLE TV	-UTV-	-UTV-
OVERHEAD TELEPHONE	-OT-	-OT-
UNDERGROUND TELEPHONE	-UT-	-UT-
OVERHEAD POWER	-OE-	-OE-
UNDERGROUND POWER	-UE-	-UE-
SANITARY SEWER	-S-	-S-
STORM SEWER	-SS-	-SS-
GAS	-G-	-G-
WATER	-W-	-W-
MANHOLE	[Symbol]	[Symbol]
FIRE HYDRANT	[Symbol]	[Symbol]
WATER VALVE	[Symbol]	[Symbol]
WATER METER	[Symbol]	[Symbol]
DROP INLET	[Symbol]	[Symbol]
DITCH BLOCK	[Symbol]	[Symbol]
GROUND MOUNTED SIGN	[Symbol]	[Symbol]
LIGHT POLE	[Symbol]	[Symbol]
H-FRAME POWER POLE	[Symbol]	[Symbol]
TELEPHONE PEDESTAL	[Symbol]	[Symbol]
FENCE	[Symbol]	[Symbol]
CHAIN LINK	[Symbol]	[Symbol]
WOVEN WIRE	[Symbol]	[Symbol]
GATE POST	[Symbol]	[Symbol]
BENCHMARK	[Symbol]	[Symbol]

NOTE: DASHED OR OPEN SYMBOLS INDICATE EXISTING FEATURES

THE EXISTENCE AND APPROXIMATE LOCATION OF UTILITY FACILITIES KNOWN TO EXIST, AS SHOWN ON THE PLANS, ARE BASED ON THE BEST INFORMATION AVAILABLE TO THE COMMISSION AT THIS TIME. THIS INFORMATION IS PROVIDED BY THE COMMISSION "AS-IS" AND THE COMMISSION EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, OR SUITABILITY OF THE INFORMATION FOR ANY USE. RELIANCE UPON THIS INFORMATION IS DONE AT THE RISK AND PERIL OF THE USER, AND THE COMMISSION SHALL NOT BE LIABLE FOR ANY DAMAGES THAT MAY ARISE FROM ANY ERROR IN THE INFORMATION. IT IS, THEREFORE, THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE, LOCATION AND STATUS OF ANY FACILITY. SUCH VERIFICATION INCLUDES DIRECT CONTACT WITH THE LISTED UTILITIES.



LENGTH OF PROJECT

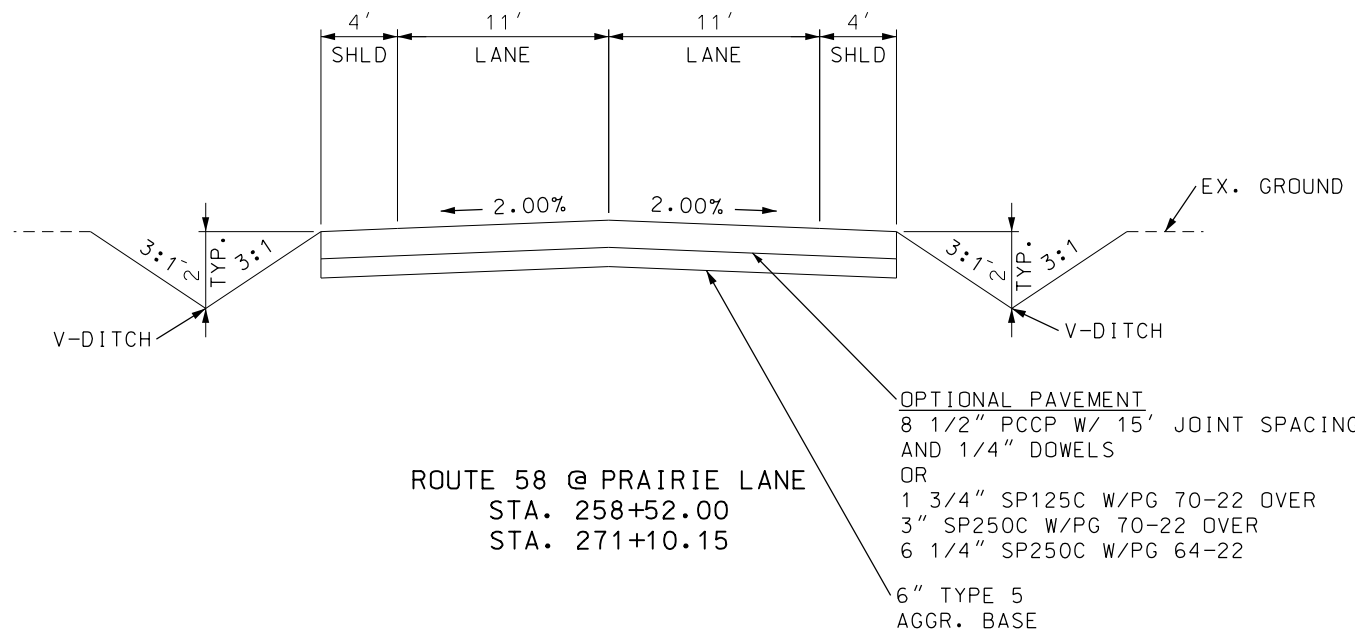
BEGINNING OF PROJECT	STA. 258 + 52.00
END OF PROJECT	STA. 271 + 10.15
APPARENT LENGTH	1258.15 FEET

EQUATIONS AND EXCEPTIONS:

TOTAL CORRECTIONS	0.00 FEET
NET LENGTH OF PROJECT	1258.15 FEET
STATE LENGTH	0.238 MILES

DATE PREPARED: 10/19/2020
 ROUTE: 58 STATE: MO
 DISTRICT: KC SHEET NO.: 1
 COUNTY: CASS
 JOB NO.: J4S3272
 CONTRACT ID.:
 PROJECT NO.:
 BRIDGE NO.:
 MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 105 WEST CAPITOL
 JEFFERSON CITY, MO 65102
 1-888-ASK-MODOT (1-888-275-6636)

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED



DATE PREPARED 4/21/2020	
ROUTE 58	STATE MO
DISTRICT KC	SHEET NO. 2
COUNTY CASS	
JOB NO. J4S3273	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	

DESCRIPTION	DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION



105 WEST CAPITOL
 JEFFERSON CITY, MO 65102
 1-888-ASK-MODOT (1-888-275-6636)

TYPICAL SECTION
1 OF 1

Electronic Filed - Cass - July 07, 2021 - 03:19 PM
 IF A SEAL IS PRESENT

- NOTES:
 (1) - RELOCATED (BY OTHERS)
 (2) - R/W LINE
 (3) - TEMPORARY EASEMENT
 (4) - PERMANENT EASEMENT (WATERLINE)

SE 1/4 NE 1/4
 SEC. 14, TOWN 46, RAN. 32

SW 1/4 NW 1/4
 SEC. 13, TOWN 46, RAN. 32

JAMES A. GRUBE AND
 PEGGY D. GRUBE

0.3 AC (12,589 SF) NORMAL NEW R/W
 (0.1 AC (6,127 SF) EX. PERM. ESM'T OVERLAP)
 0.1 AC (2,201 SF) NORMAL NEW R/W (COUNTY)
 (0.1 AC (1,751 SF) EX. PERM. ESM'T OVERLAP)
 0.1 AC (5,787 SF) PERM. ESM'T (WATERLINE)
 0.1 AC (4,611 SF) TEMP. ESM'T.
 (0.1 AC (1,107 SF) PERM. ESM'T OVERLAP)
 (0.1 AC (3,503 SF) EX. PERM. ESM'T OVERLAP)
 58.5 AC (2,548,741 SF) REMAINING

PERM. ESM'T (WATERLINE)
 W5 = 262+22.50, 55' LT.
 W6 = 261+62.00, 55' LT.
 W7 = 261+62.00, 50' LT.

SURVEY
 & ROUTE 58

(DND)
 258+50.00
 40.00' LT
 258+50.00
 30.00' LT
 EX. CITY
 R/W LINE
 (UIP)

MO-58

CITY OF RAYMORE

(UIP)
 258+50.00
 35.00' RT
 258+50.00
 45.00' RT

BEGIN PROJECT J4S3272
 SURVEY & ROUTE 58
 STA. 258+52.00

KCP&L GREATER MISSOURI
 OPERATIONS CO.
 0.4 AC (17,773 SF) NORMAL NEW R/W
 (0.1 AC (3,316 SF) EX. PERM. ESM'T OVERLAP)
 0.1 AC (2,504 SF) NORMAL NEW R/W (COUNTY)
 0.1 AC (3,590 SF) TEMP. ESM'T.
 (0.1 AC (3,590 SF) EX. PERM. ESM'T OVERLAP)
 19.5 AC (850,923 SF) REMAINING

CITY OF RAYMORE

0.9 AC (37,150 SF) NORMAL NEW R/W
 R1 = 258+50.00, 30' LT.
 R2 = 258+50.00, 35' RT.
 R3 = 264+03.00, 35' RT.
 R4 = 264+03.00, 35' LT.
 R5 = 261+62.00, 35' LT.
 R6 = 261+62.00, 30' LT.



NE 1/4 SE 1/4
 SEC. 14, TOWN 46, RAN. 32

JUAN C. GRUBE AND
 CAROLYN C. GRUBE
 NO ACQUISITION

EX. COUNTY
 R/W LINE
 263+88.29
 255.56' LT
 263+83.29
 255.58' LT
 263+68.29
 255.62' LT
 COUNTY R/W LINE
 263+67.32
 189.53' LT

264+05.06
 35.00' LT
 262+60.00
 85.00' LT
 262+60.00
 70.00' LT
 262+60.00
 65.00' LT
 261+85.00
 65.00' LT
 261+85.00
 50.00' LT
 261+85.00
 40.00' LT
 261+85.00
 30.00' LT
 260+75.25
 50.00' LT
 260+75.11
 40.00' LT
 260+74.96
 30.00' LT

262+00.00
 35.00' RT
 262+18.00
 45.00' RT
 264+03.98
 35.00' RT
 262+45.00
 60.00' RT
 264+22.93
 100.00' RT
 263+30.00
 175.00' RT
 263+81.70
 175.00' RT
 264+01.70
 175.00' RT
 263+60.00
 220.00' RT

CITY OF RAYMORE

CASS COUNTY, MISSOURI
 0.1 AC (4,000 SF) NORMAL NEW R/W (COUNTY)(NORTH)
 0.1 AC (5,601 SF) NORMAL NEW R/W (COUNTY)(SOUTH)
 C1 = 263+83.98, 35' RT.
 C2 = 263+81.70, 175' RT.
 C3 = 264+21.70, 175' RT.
 C4 = 264+23.99, 35' RT.
 C5 = 263+85.05, 35' LT.
 C6 = 264+25.06, 35' LT.
 C7 = 264+26.53, 135' LT.
 C8 = 263+86.52, 135' LT.

EX. COUNTY
 R/W LINE

VIOLET L. HOENSHELL
 0.1 AC (3,533 SF) NORMAL NEW R/W
 0.1 AC (6,530 SF) TEMP. ESM'T.
 5.1 AC (222,979 SF) REMAINING

264+28.14
 245.00' LT
 245.00' LT
 264+38.14
 245.00' LT
 (DND)
 TEMPORARY
 EASEMENT
 264+06.52
 135.00' LT
 264+26.53
 135.00' LT
 TYPE I GRAVEL DRWY.
 265+62.52 LT.
 8.5% GRADE, 10.0' WIDE
 15" x 32' GR. C PIPE

264+35.94
 95.00' LT
 264+25.86
 90.00' LT
 264+80.00
 35.00' LT
 264+80.00
 50.00' LT
 265+45.00
 50.00' LT
 265+60.00
 95.00' LT
 265+80.00
 95.00' LT
 265+90.00
 50.00' LT
 266+65.96
 50.00' LT

264+70.00
 65.00' RT
 264+70.00
 35.00' RT
 265+70.00
 65.00' RT
 267+00.00
 45.00' RT
 264+32.93
 100.00' RT
 264+32.27
 140.00' RT
 264+70.00
 165.00' RT
 264+70.00
 195.00' RT
 264+31.62
 180.00' RT
 264+21.70
 175.00' RT
 264+29.61
 303.21' RT
 264+19.61
 302.96' RT

TYPE I ASPHALT DRWY.
 W4 = 264+42.82, 106.63' RT.

EX. COUNTY
 R/W LINE

EX. PERMANENT
 EASEMENT
 (WATERLINE)

ROBERT JAMES
 CONATY, III

0.1 AC (3,769 SF) NORMAL NEW R/W
 0.1 AC (1,320 SF) TEMP. ESM'T.
 11.1 AC (484,103 SF) REMAINING

266+66.09
 40.00' LT
 266+66.15
 35.00' LT
 267+00.00
 35.00' LT
 267+00.00
 30.00' LT
 267+30.00
 40.00' LT
 268+60.00
 40.00' LT
 268+70.00
 50.00' LT
 268+84.59 LT.
 5.8% GRADE, 11.0' WIDE
 15" x 36' GR. C PIPE

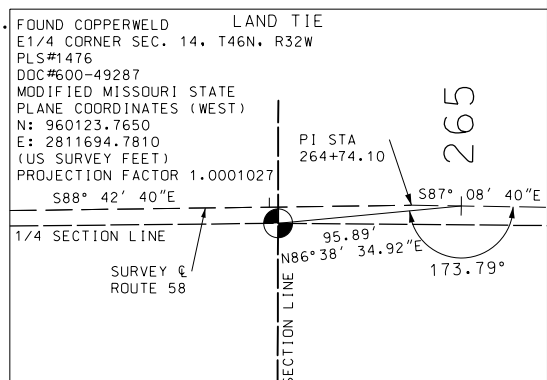
264+70.00
 35.00' RT
 265+70.00
 65.00' RT
 267+00.00
 45.00' RT
 264+32.93
 100.00' RT
 264+32.27
 140.00' RT
 264+70.00
 165.00' RT
 264+70.00
 195.00' RT
 264+31.62
 180.00' RT
 264+21.70
 175.00' RT
 264+29.61
 303.21' RT
 264+19.61
 302.96' RT

MICHAEL A. GROH AND
 SHARON D. GROH
 0.1 AC (4,296 SF) NORMAL NEW R/W
 (0.1 AC (1,495 SF) EX. PERM. ESM'T OVERLAP)
 0.1 AC (842 SF) PERM. ESM'T (WATERLINE)
 0.3 AC (11,940 SF) TEMP. ESM'T.
 (0.1 AC (536 SF) PERM. ESM'T OVERLAP)
 (0.2 AC (9,173 SF) EX. PERM. ESM'T OVERLAP)
 2.9 AC (126,384 SF) REMAINING

PERM. ESM'T (WATERLINE)
 W1 = 264+81.58, 55' RT.
 W2 = 264+55.52, 55' RT.
 W3 = 264+43.39, 71.74' RT.
 W4 = 264+42.82, 106.63' RT.

EX. R/W LINE

RIGHT-OF-WAY
 SHEET 1 OF 2



DATE PREPARED	9/10/2020	
ROUTE	58	STATE MO
DISTRICT	KC	SHEET NO. 3
COUNTY	CASS	
JOB NO.	J4S3272	
CONTRACT ID.		
PROJECT NO.		
BRIDGE NO.		
DATE		DESCRIPTION

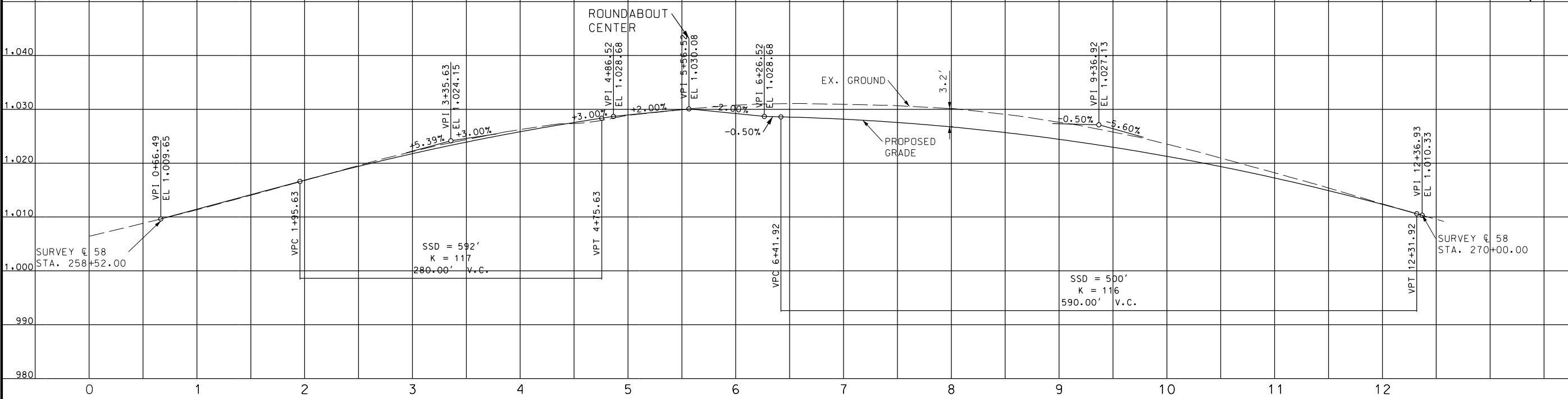
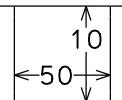
MISSOURI HIGHWAYS AND TRANSPORTATION
 COMMISSION

105 WEST CAPITOL
 JEFFERSON CITY, MO 65102
 1-888-ASK-MODOT (1-888-275-6636)

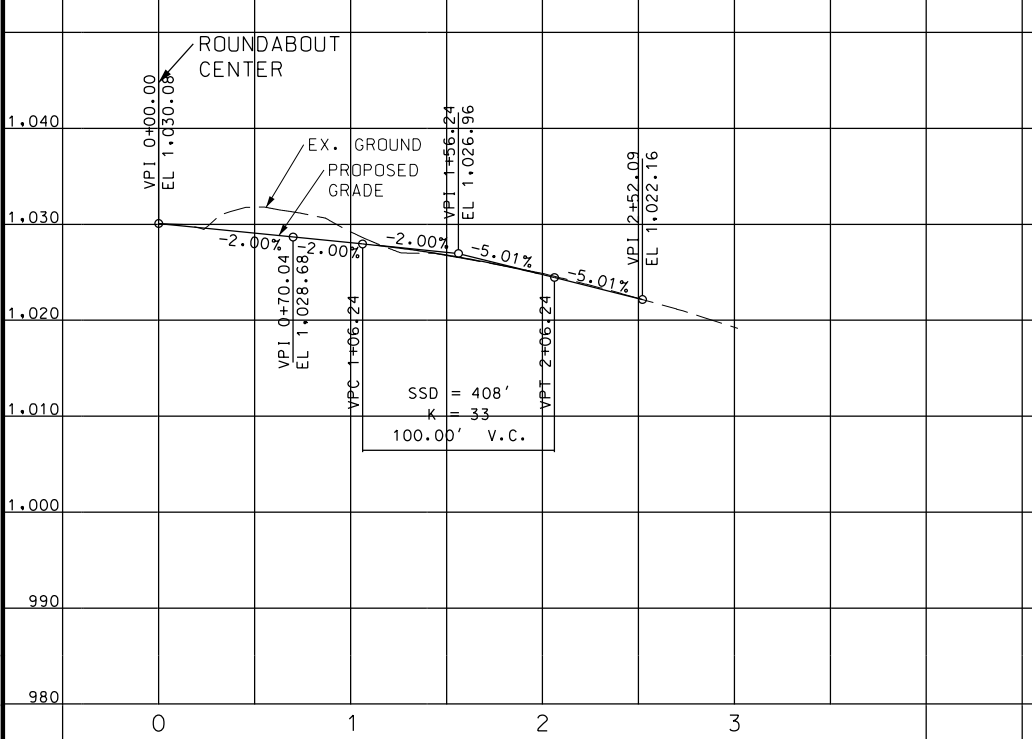
FOUND COPPERWELD LAND TIE
 E1/4 CORNER SEC. 14, T46N, R32W
 PLS#1476
 DDC#600-49287
 MODIFIED MISSOURI STATE
 PLANE COORDINATES (WEST)
 N: 960123.7650
 E: 2811694.7810
 (US SURVEY FEET)
 PROJECTION FACTOR 1.0001027
 PI STA 264+74.10
 S88° 42' 40"E
 S87° 08' 40"E
 95.89'
 N86° 38' 34.92"E
 173.79'

ANY WORK INDICATED ON THE PLANS THAT
 EXTENDS BEYOND THE PROJECT LIMITS IS
 CONSIDERED INCIDENTAL TO AND A PART OF
 THE CONSTRUCTION OF THIS PROJECT.

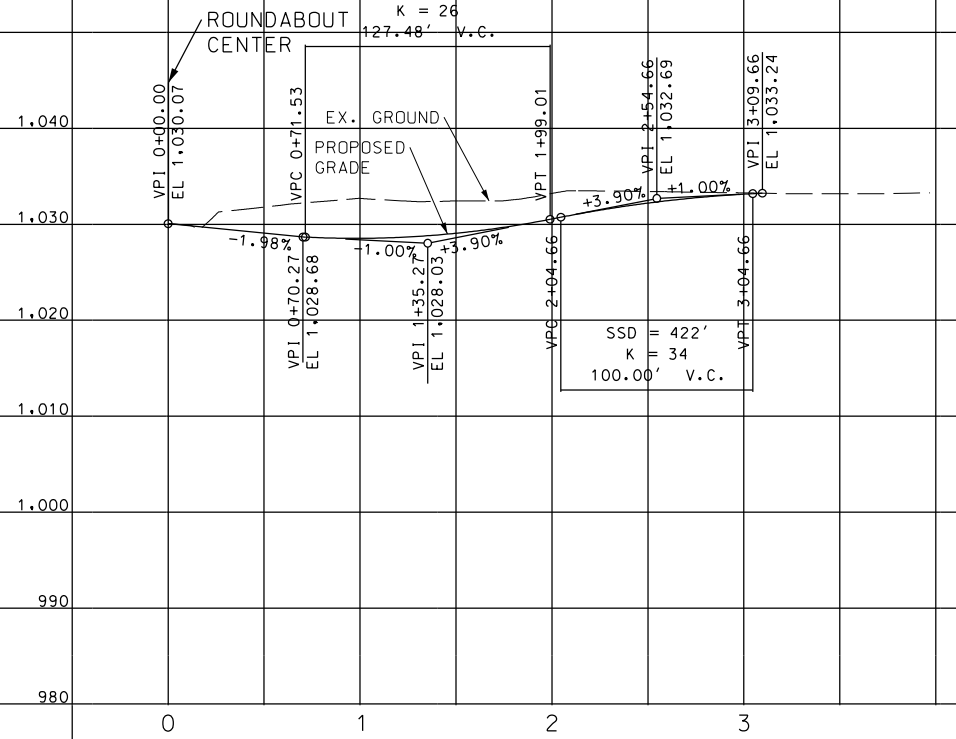
ROUTE 58 PROFILE
581



PRAIRIE LANE NORTH PROFILE
PRAIRIE N



PRAIRIE LANE SOUTH PROFILE
PRAIRIE S



PROFILE SHEET
2 OF 2

DATE PREPARED 4/21/2020	
ROUTE 58	STATE MO
DISTRICT KC	SHEET NO. 4
COUNTY CASS	
JOB NO. J4S3272	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	
DESCRIPTION	DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
 JEFFERSON CITY, MO 65102
 1-888-ASK-MODOT (1-888-275-6636)

Electronically Filed - Cass - July 07, 2021 - 03:19 PM
 IF A SEAL IS PRESENT REV.

Job Number: J4S3272

Certification of Commission
Approval of Right of Way Plans

I, Pamela J. Harlan, hereby certify, as the duly appointed and acting Secretary to the Missouri Highways and Transportation Commission, having custody of all records of the Missouri Highways and Transportation Commission, that said Commission did on the 2nd day of December 2020, approve the recommendation of Deputy Director/Chief Engineer, Ed Hassinger or his designate as to detail plans, width of right-of-way, surfaced roadway, type and character of construction and normal access, to a section of state highway in Cass County, Missouri, designated as Route 58, a highway improvement project including addition of roundabout, together with any incidental work on the above state road from the intersection of Prairie Lane e/o City of Raymore, Station 258+52.00 to Station 271+10.15, the total length being 0.238 miles, per Section 227.050 RSMo.

I further certify that the seal affixed hereto is the official seal of the Missouri Highways and Transportation Commission which can be judicially noticed by the Circuit Courts of the state under Section 226.100 RSMo.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission at my office in Jefferson City, Missouri, this 2nd day of December, 2020.


Secretary to the Missouri Highways
and Transportation Commission



Recorded in Cass County, Missouri



Recording Date/Time: 07/06/2022 at 11:00:44 AM

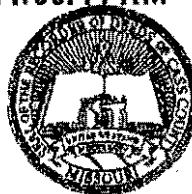
Book: 4871 Page: 63

Instr #: 719206

Type: REP

Pages: 6

Fee: \$33.00 E 20220009894



Mike Medsker
Recorder of Deeds

Space above line for Recorder's Certification

RECORDER OF DEEDS CERTIFICATION

EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.

Mike Medsker
Recorder of Deeds
Cass County Courthouse
102 E. Wall Street
Harrisonville, Missouri 64701
1-816-380-8123
mikem@casscounty.com

IN THE CIRCUIT COURT OF CASS COUNTY
STATE OF MISSOURI

FILED

MAY 05 2022

CASS COUNTY CIRCUIT CLERK

STATE OF MISSOURI, ex rel.)
MISSOURI HIGHWAYS AND)
TRANSPORTATION COMMISSION)

Relator,)

vs.)

Case No. 21CA-CC00139

EVERGY MISSOURI WEST, Inc. a Delaware)
corporation, f/k/a KCP&L GREATER MISSOURI)
OPERATIONS CO.,)

Defendant.)

REPORT OF COMMISSIONERS (PARCEL 7)

On this 5th day of May, 2022, come Tom Coker, Chris Wolfenbarger and Steve Bricker, who were heretofore duly appointed commissioners in the above-entitled cause, and report that they forthwith accepted said appointment; they met together; took and filed in this cause their QUALIFYING OATH; all three viewed all the property for Parcel 7 together; that they examined the respective descriptions while viewing the corresponding property; that they considered and weighed the damages, if any, which the Defendant owning the properties will sustain by reason of the appropriation set out in the Petition, and took into consideration the benefits to be derived by the owners as well as the damages sustained thereby, as is required by law, all to the extent of their effect on, and as reflected in, the market value of the entire property, of which the respective parcel described herein is a part; and that they do herein and hereby forthwith return, under oath, to the Circuit Court their report setting forth and stating separately as to the property held under the same ownership, (1) the amount of net damages, if any, together with, and immediately following, (2) a specific description of the property, for the taking or use of

which the damages are assessed, to-wit:

9.10 ALL THAT PART OF DEFENDANTS' REAL PROPERTY AND REAL PROPERTY RIGHTS AND INTEREST IN A NORMAL ACCESS TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 46 NORTH OF THE BASELINE, RANGE 32 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN CASS COUNTY, MISSOURI, LYING ON THE RIGHT OR SOUTHERLY SIDE OF THE FOLLOWING DESCRIBED EXISTING ROUTE 58 SURVEY CENTERLINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

9.20 BEGINNING AT A POINT 175.00 FEET RIGHT OF CENTERLINE STATION 263+81.70, SAID POINT BEING ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF PRAIRIE LANE; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT 302.89 FEET RIGHT OF CENTERLINE STATION 263+79.61; THENCE NORTHWESTERLY TO A POINT 220.00 FEET RIGHT OF CENTERLINE STATION 263+60.00; THENCE NORTHWESTERLY TO A POINT 175.00 FEET RIGHT OF CENTERLINE STATION 263+30.00; THENCE EASTERLY TO THE POINT OF BEGINNING, CONTAINING 2,504 SQUARE FEET, MORE OR LESS, OF LAND.

9.30 BEGINNING AT A POINT 35.00 FEET RIGHT OF CENTERLINE STATION 262+00.00, SAID POINT BEING ON THE EXISTING SOUTHERLY RIGHT OF WAY OF EXISTING ROUTE 58; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO A POINT 35.00 FEET RIGHT OF CENTERLINE STATION 264+03.98, SAID POINT BEING ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 14; THENCE SOUTHERLY ALONG SAID EAST LINE TO A POINT 175.00 FEET RIGHT OF CENTERLINE STATION 264+01.70; THENCE WESTERLY TO A POINT 175.00 FEET RIGHT OF CENTERLINE STATION 263+30.00; THENCE NORTHWESTERLY TO A POINT 60.00 FEET RIGHT OF CENTERLINE STATION 262+45.00; THENCE NORTHWESTERLY TO THE POINT OF BEGINNING, CONTAINING 0.40 ACRES OR 17,773 SQUARE FEET, MORE OR LESS, OF LAND.

9.40 ALSO A TEMPORARY EASEMENT FOR THE PURPOSE OF GRADING, SLOPING, AND CONSTRUCTION, WHICH INCLUDES ALL THAT PART OF GRANTOR'S LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 46 NORTH OF THE BASELINE, RANGE 32 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN CASS COUNTY, MISSOURI, LYING ON THE RIGHT OR SOUTHERLY SIDE OF THE FOLLOWING DESCRIBED EXISTING ROUTE 58 SURVEY CENTERLINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

9.41 BEGINNING AT A POINT 35.00 FEET RIGHT OF CENTERLINE STATION 258+50.00, SAID POINT BEING ON THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF EXISTING ROUTE 58; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO A POINT 35.00 FEET RIGHT OF CENTERLINE STATION 262+00.00; THENCE SOUTHEASTERLY TO A POINT 45.00 FEET RIGHT OF CENTERLINE STATION 262+18.00; THENCE WESTERLY TO A POINT 45.00 FEET RIGHT OF

CENTERLINE STATION 258+50.00; THENCE NORTHERLY TO THE POINT OF BEGINNING, CONTAINING 3,590 SQUARE FEET, MORE OR LESS.

9.42 UPON COMPLETION AND ACCEPTANCE OF THIS PROJECT, THE EASEMENT RIGHTS IN SAID TEMPORARY EASEMENTS SHALL CEASE AND BE NO LONGER IN EFFECT.

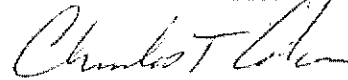
9.50 THE EXISTING ROUTE 58 SURVEY CENTERLINE IS LOCATED AND DESCRIBED AS FOLLOWS: COMMENCING AT A COPPERWELD (CERTIFIED LAND CORNER DOCUMENT#600-49287) AT THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 46 NORTH OF THE BASELINE, RANGE 32 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE N 86°38'35" E A DISTANCE OF 95.89 FEET TO EXISTING ROUTE 58 SURVEY CENTERLINE POT STATION 265+00.00; THENCE S 87°08'40" E ALONG SAID EXISTING ROUTE 58 SURVEY CENTERLINE A DISTANCE OF 700.00 FEET TO EXISTING ROUTE 58 SURVEY CENTERLINE POT STATION 272+00.00 FOR THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EXISTING ROUTE 58 SURVEY CENTERLINE; THENCE N 87°08'40" W ALONG SAID EXISTING ROUTE 58 SURVEY CENTERLINE A DISTANCE OF 725.90 FEET TO EXISTING ROUTE 58 SURVEY CENTERLINE PI STATION 264+74.10; THENCE N 88°42'40" W ALONG SAID EXISTING ROUTE 58 SURVEY CENTERLINE A DISTANCE OF 674.10 FEET TO EXISTING ROUTE 58 SURVEY CENTERLINE POT STATION 258+00.00 FOR A POINT OF TERMINATION.

FIFTEEN THOUSAND THREE HUNDRED NINETY FIVE - DOLLARS

(\$ 15,395⁰⁰) is assessed by the Commissioners as net damages for the appropriation of the above Parcel 7.

WHEREFORE, having acted in all things in compliance with law and with the terms of the ORDER APPOINTING COMMISSIONERS, your commissioners pray that this, their report for PARCEL 7 of their proceedings thereunder, and be accepted.

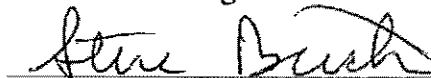
COMMISSIONERS:



Tom Coker



Chris Wolfenbarger



Steve Bricker

CERTIFICATION OF COMMISSIONERS

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

On this 5th day of May, 2022, before me personally appeared Tom Coker, Chris Wolfenbarger and Steve Bricker, to me known to be the commissioners heretofore appointed in the above-entitled cause and who executed the foregoing REPORT OF COMMISSIONERS, and being by me first duly sworn, acknowledged that they executed the same as their free act and deed; and further said that all the facts stated herein are true; and that each assessment of net damages inserted therein is, to be best of their individual judgments and abilities, fair and just, both to those who will receive and to those who must pay said damages, if any.

Circuit Clerk

By: Kim York
Deputy Circuit Clerk

CERTIFICATION OF COPY

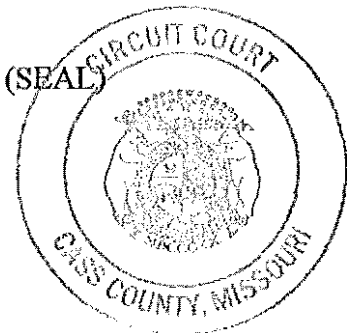
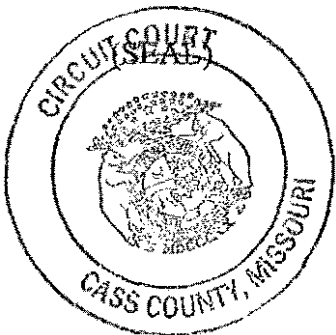
STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

I, Kim York, Circuit Clerk within and for the County and State aforesaid, do hereby certify that the above and foregoing is a full, true and complete copy of the REPORT OF COMMISSIONERS filed in the above-styled cause as the same appears on the records in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at my office in Harrisonville, Missouri, this 5th day of May, 2022.

Kim York
Circuit Clerk

By: _____
Deputy Circuit Clerk





MISSOURI DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DIVISION
RIGHT OF WAY ACQUISITION PAYMENT

QCO00023566

05/15/2023
Chelsie Cunningham

Submitted by: Lauren Hoffman		Negotiator: Eric Thompson/Dana Barnett		Date: 5/12/2023		FS: R2	
Job No:	J4S3272	Suffix:	RW	County:	Cass	Route:	58
				District:	KC	Parcel:	7
No. of Parcels Acquired		Negotiated <input type="checkbox"/>		Award <input type="checkbox"/>		Judgment <input checked="" type="checkbox"/>	
Case No.	21CA-CC00139	MHTC Vs.	Every Missouri West, Inc.				
Exception of		Every Missouri West, Inc.					
Type of Payment:		<input type="checkbox"/> Regular		<input type="checkbox"/> Relocation			
		<input type="checkbox"/> Prorata		<input checked="" type="checkbox"/> Condemnation			



	Square Feet:	\$
1. Regular Purchase		
2. Excess		
3. Uneconomic Remnant		
4. Permanent Easement (Object 2820, Sub-Object 05) (Fixed Asset "P")		
5. Temporary Easement (Fixed Asset "O")		
6. Relocation Costs		
7. Other: *See Additional Comments	(\$ 95,395.00)	
	(\$)	
	(\$)	
		\$ 95,395.00
8. Total Lines 1 thru 7		\$ 95,395.00
9. Award Previously Paid into Court		\$ 15,395.00
10. Amount of Check (Line 8 less line 9)		\$ 80,000.00

Property Owner or Tenant Name: Every Missouri West, Inc. ✓
 CHECK PAYABLE TO: Every Missouri West, Inc. -
 VENDOR NUMBER - Only last 4 digits of SS# for individuals/ Last 6 digits for all others of SS# or TIN. ~~187700~~ 4405418770 0
 VENDOR ADDRESS: PO Box 219703, Kansas City, MO 64121-9703 -
 1099-S & 1099-I (Only) REPORTABLE BY MoDOT Yes No If yes, the 1099 tab must be completed in RWPA.
 Forms attached: Admin. Settlement Claim Form Deed Purchase Agreement Escrow Agreement Legal Documents

The undersigned certifies the above information has been checked against this district's records and it is a just and correct payment.

Signature: approved by email Date: _____
 Title: John Ornter, Right of Way Manager

TO BE COMPLETED BY THE DISTRICT RIGHT OF WAY UNIT

Line	Fixed Asset	Fund	Agency	Org.	Appr. Unit	Object	Sub-Obj	Activity	Amt.	FMS Job No.
01	R ✓	0320	605	6RWC -	4403	2820	21 -	R341	\$ 80,000.00 -	4144901R ✓
02		0320	605					R341	\$	
03		0320	605					R341	\$	
04		0320	605					R341	\$	
05		0320	605					R341	\$	
06		0320	605					R341	\$	

Additional Comments: Settlement Agreement

TO BE COMPLETED BY FINANCIAL SERVICES

TMS Entered Executive Committee Approval Needed

STATE OF MISSOURI--REMITTANCE ADVICE

SERIES A		CHECK NO. 0538573		DISTRIBUTION CK CAT: R2	
DOC. NO.	ORDER NO.	INVOICE NO.	INV. DATE	AMOUNT	
605QC000023566 MO TRANSPORTATION-OPER		J4S3272 7 KC RIGHT OF WAY PAYMENTS	05 12 23	80,000.00	
DATE 05-19-2023			TOTAL AMOUNT	80,000.00	

The State of Missouri recommends payments through EFT.
To learn more, please visit oa.mo.gov/accounting.

THIS CHECK CONTAINS MULTIPLE FRAUD DETERRENT SECURITY FEATURES

TREASURER OF THE STATE OF MISSOURI
JEFFERSON CITY, MISSOURI

80-310
815 **A0538573**

IF NOT PRESENTED FOR PAYMENT WITHIN ONE YEAR FROM THE DATE OF ISSUANCE, THIS CHECK SHALL BE VOID. MO STATUTE 30.200

PAY EXACTLY THE SUM OF *******80,000** DOLLARS AND **--00** CENTS

TO THE ORDER OF

EVERGY MISSOURI WEST INC
PO BOX 219703
KANSAS CITY MO 64121-9703

05-19-2023

\$ *******80,000.00**

Karl Zeller
COMMISSIONER OF ADMINISTRATION

Central Bank
Jefferson City, Missouri 65102

Vivek Malik
STATE TREASURER

COPY

⑈ 10538573 ⑈ ⑆ 081503102 ⑆ ⑈ 000132004 ⑈

Security Features Included Details on back

Missouri Department of Transportation

600 Northeast Colbern Rd.
Lee's Summit, Missouri 64086
816.607.2280
Fax: 816.622.6550
1.888.ASK MODOT (275.6636)

May 18, 2022

Cass County Circuit Court
2501 W. Mechanic St.
Harrisonville, MO 64701

To whom it may concern:

Attached is State Treasurer's Check No. A0247937, dated 5/13/2022, in the amount of \$15,395.00.

This is payment for:
Condemnation Case No. 21CA-CC00139
MHTC vs. Evergy Missouri West, Inc.
As specified in the Report of Commissioners (Parcel 7)

Please sign below to acknowledge receipt of this check.

Sincerely,



Lauren Hoffman
Right of Way Technician

Attachments

Copies to: John Ortner - kcrw
Gary Holtmeyer - kccco

RE: Cass 58 J4S3272 Tr 7

I acknowledge receipt of the above check:

Signature

Lydia Scavuzzo

Printed Name

Lydia Scavuzzo

Hand delivered by:

Lauren Hoffman

On:

5-18-2022



Our mission is to provide a world-class transportation system that is safe,
innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org



**IN THE 17TH JUDICIAL CIRCUIT
 CASS COUNTY, MISSOURI, CASS
 CASS COUNTY JUSTICE CENTER, HARRISONVILLE, MO 64701**

Payor: MISSOURI HIGHWAYS AND TRANSPORTATION
 COMMISSION
 600 NE COLBERN ROAD
 LEE'S SUMMIT, MO 64086

Receipt Date: 18-May-2022
 Receipt Number: 17CA397190
 Date Printed: 18-May-2022
 Time Printed: 01:53 PM

****RECEIPT****

Case Number: 21CA-CC00139 - MISSOURI HIGHWAYS AND V EVERY MISSOURI WEST, ET A
 Case Balance Due prior to receipt: \$0.00
 Open Items In: -\$15,395.00
 Remaining Case Balance Due: \$0.00

Payment Types Applied to Case(s)	Amount
Check A0247937:	-\$15,395.00

Total Payment(s):	\$15,395.00
Remaining Balance Due for Cases Listed Above:	\$0.00

Note: Information shown on receipt is current as of date printed.

Case Information for Case(s) Listed Above:

Case Number: 21CA-CC00139 - MISSOURI HIGHWAYS AND V EVERY MISSOURI WEST, ET A
Party: MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
Party: EVERY MISSOURI WEST, INC.

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (“Agreement”) is made and entered into this 21st day of April, 2023, by and between the STATE OF MISSOURI, ex rel, MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (“Relator”), and EVERGY MISSOURI WEST, Inc. a Delaware corporation, f/k/a KCP&L GREATER MISSOURI OPERATIONS CO. (“Defendant”). Relator and Defendant are collectively referred to hereinafter as “Parties.”

RECITALS

WHEREAS, Relator filed an eminent domain lawsuit against Defendant in the Circuit Court of Cass County, Missouri (the “Lawsuit”), Case No. 21CA-CC00139;

WHEREAS, the Lawsuit involves a taking of real property identified in the petition as “Parcel 7” (“Property”) as more fully described in the Lawsuit;

WHEREAS, the Court in the Lawsuit entered orders finding that all prerequisites necessary to condemn the Property have been satisfied by Relator;

WHEREAS, the duly appointed and qualified condemnation commissioners in the Lawsuit returned and filed their Report of Commissioners finding damages from the taking in the sum of \$15,395.00 (“Commissioners Award”);

WHEREAS, Relator has taken possession of the Parcel 7 property interests identified in the Lawsuit per the duly entered court orders authorizing Relator to do so; and

WHEREAS, Relator and Defendant each filed timely exceptions in the Lawsuit, thereby seeking trial by jury to determine the appropriate just compensation due for the taking (“Exceptions”);

WHEREAS, the Parties negotiated in good faith, with such negotiations ultimately culminating in a settlement based on the terms described below; and

WHEREAS, the Parties wish to compromise and settle the Lawsuit based on the terms as more fully provided herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, and in further consideration of the promises and covenants set forth below, the Parties do hereby mutually promise, covenant, and agree as follows:

1. Recitals. The Parties affirm and acknowledge that the above Recitals are true and correct in all regards and are incorporated by reference herein.

2. Consideration: In consideration of all matters with respect to the Lawsuit and the Exceptions, the Parties agree that the total just compensation for the taking with respect to Parcel 7 shall be Ninety-five Thousand Three Hundred Ninety-Five Dollars (\$95,395.00) ("Settlement Amount"). This sum shall be satisfied as follows:

(a) The \$15,395.00 Commissioner's Award; and

(b) Relator shall within twenty (20) days of Defendant's execution of this Agreement deliver to Defendant's counsel, a check payable to "Evergy Missouri West, Inc." in the sum of \$80,000.00 representing the difference between the Commissioners' Award and the Settlement Amount.

3. Settlement of the Pending Exceptions Action: Upon the execution of this Agreement by both Parties, and the delivery by Relator of the above-mentioned check, the Parties shall file a joint stipulation dismissing all exceptions with prejudice in the Lawsuit, with each Party to bear its own costs, expenses, and attorney's fees.

4. Release: In consideration of the promises made herein by Relator, Defendant agrees to release, acquit, and forever discharge Relator from any and all claims, actions, damages, obligations and causes of action, in law or equity, known and unknown, which Defendant now has or hereafter may have against Relator relating to the matters that were the subject of the Lawsuit and the taking.

5. Other Acts. Each Party shall promptly take such other acts or deliver to the opposing Party such other and further instruments, documents, or other and further writings as may reasonably be required to effectuate the purposes of this Agreement.

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

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

7. Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective officers, directors, agents, employees, representatives, administrators, affiliated companies, successors, assigns, and any individuals or entities claiming by or through them.


8. Law. This Agreement shall be governed by the laws of the State of Missouri, without regard to any conflicts of law principles adopted by the State of Missouri.

9. Facsimile Signatures. Signatures may be supplied by facsimile or electronic delivery to this Agreement, and the same shall be deemed an original signature for purposes of this Agreement.

10. Entire Agreement. This Agreement, including all attachments hereto, contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the parties. This Agreement cannot be modified in any respect in the future except in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below:

**EVERGY MISSOURI WEST, Inc. f/k/a
KCP&L GREATER MISSOURI
OPERATIONS CO.**
(Defendant)

By: 
EVERGY MISSOURI WEST, Inc. f/k/a
KCP&L GREATER MISSOURI
OPERATIONS CO., Defendant

Print Name: DEREK WARD

Title: MANAGER, RES

Date: 21 April 2023

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

(Relator)



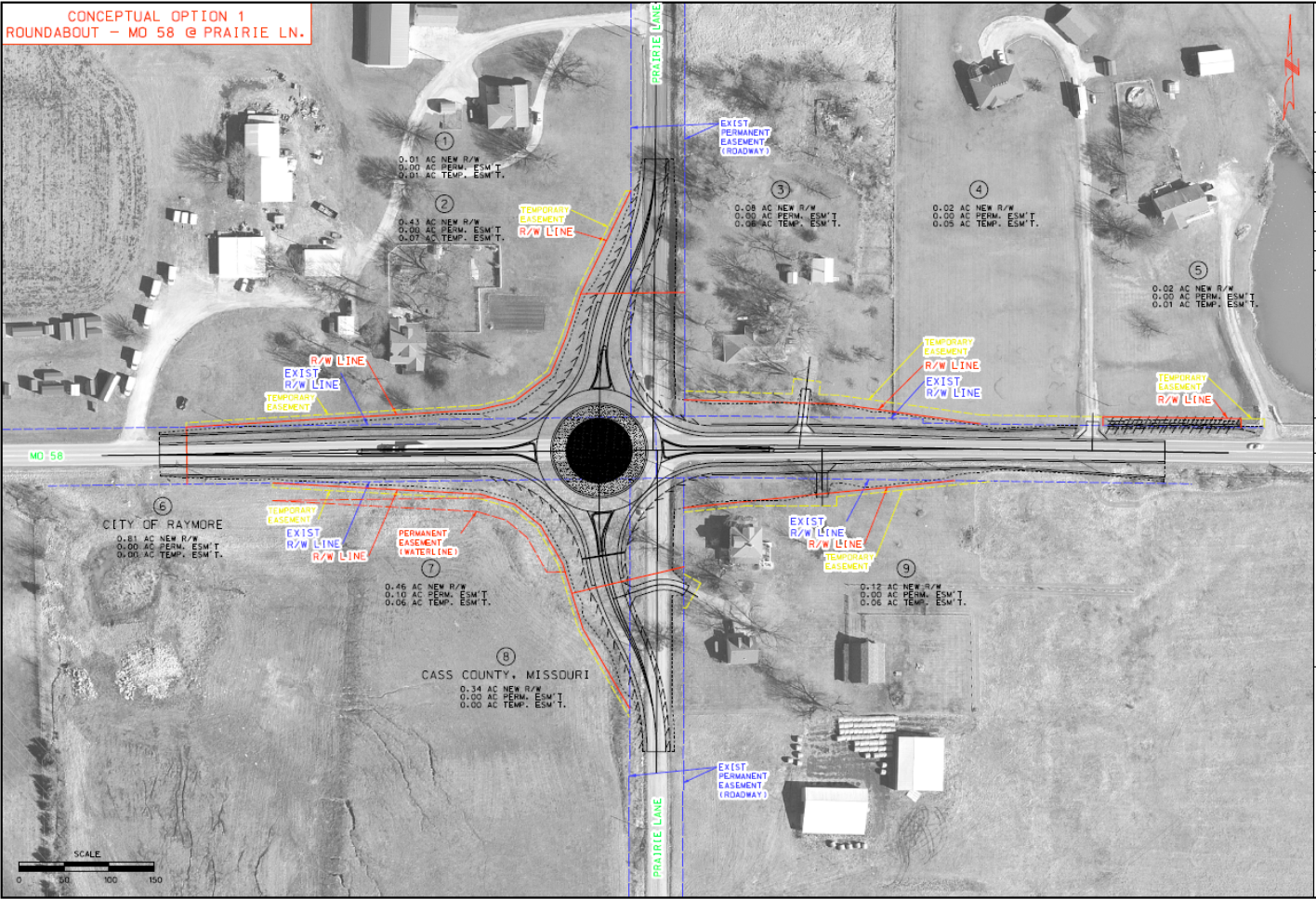
MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION, Relator

Print Name: Gary J. Holtmeyer, Jr.

Title: Regional Counsel

Date: 4/25/23

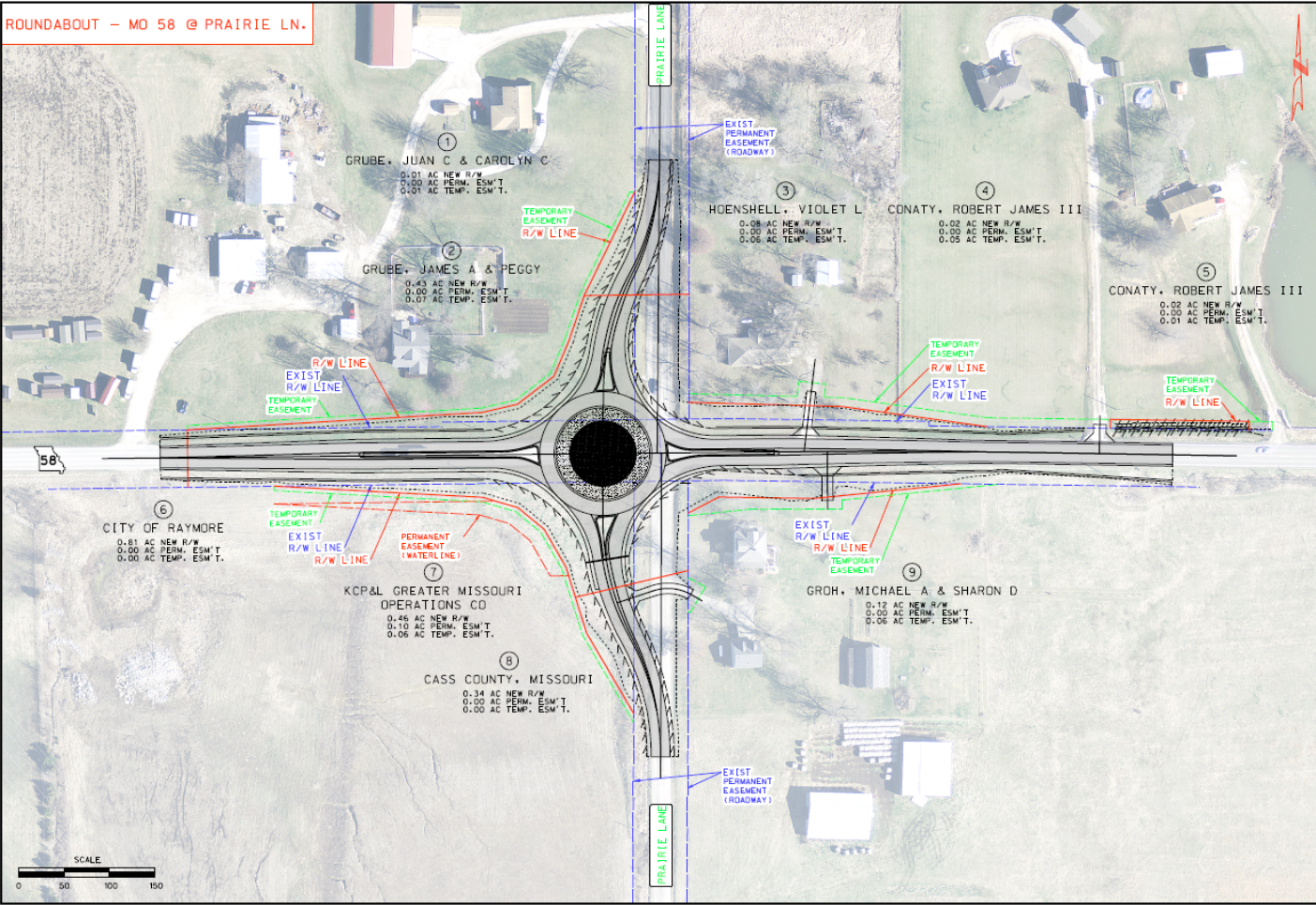
**CONCEPTUAL OPTION 1
 ROUNDABOUT - MO 58 @ PRAIRIE LN.**



"THIS SHEET SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."

DATE PLOTTED:		2/21/2019	
DATE:	TIME:	COUNTY:	CASS
DEPT:	MC:	PROJECT NO.:	4453972
CONTRACT NO.:			
OFFICE NO.:			
DESCRIPTION:			
DATE:			
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION			
 US NET CAPITAL MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 1-800-455-MADOT 417-724-6616			

ROUNDABOUT - MO 58 @ PRAIRIE LN.



"TRES MEDIA SHOULD NOT BE CONSIDERED A TESTIFIED DOCUMENT."

DATE PREPARED	11/4/2019
DRAWN	SKM
CHECKED	MD
DESIGNED	KCC
COUNTY	CASS
JOB NO.	3453272
CONTRACT ID.	
PROJECT NO.	
SHEET NO.	
SHEET TOTAL	
DESCRIPTION	
DATE	
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	
100 WEST CAPITOL BUILDING	
JACKSONVILLE, MISSOURI 64401	
TEL: 417-882-4400 FAX: 417-882-4430	



Evergy MO Metro and MO West
Case Name: 2023 Timothy Allegri Complaint
Case Number: EC-2024-0015

Requestor Niemeier Brodrick -
Response Provided October 03, 2023

Question:0003.1

Please provide Evergy's current guidelines concerning electric transmission line rebuilds as referenced in response to Staff Data request 3. Brodrick Niemeier
(Brodrick.niemeier@psc.mo.gov <<mailto:Brodrick.niemeier@psc.mo.gov>>

RESPONSE: (do not edit or delete this line or anything above this)

Confidentiality: PUBLIC

Statement: This response is Public. No Confidential Statement is needed.

Response:

Evergy does not have a documented set of guidelines concerning electric transmission line rebuilds.

The intent of the previous response to Staff Data Request 3 was to state that Evergy's general stance is that all new or rebuilt transmission lines should be located within private easement, when possible, for the reasons listed.

Information provided by:

Paul Vandevender, Sr. Manager Transmission Engineering

Attachment(s):

None



Missouri Verification:

I have read the Information Request and answer thereto and find answer to be true, accurate, full and complete, and contain no material misrepresentations or omissions to the best of my knowledge and belief; and I will disclose to the Commission Staff any matter subsequently discovered which affects the accuracy or completeness of the answer(s) to this Information Request(s).

Signature /s/ *Brad Lutz*
Director Regulatory Affairs