

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

In the Matter of the Application of Central	)	
Missouri Electric Cooperative, Inc. for Approval	)	
Of Designated Service Boundaries Within	)	Case No. EO-2026-0070
Portions of Pettis County, Missouri	)	

STIPULATION AND AGREEMENT

COMES NOW, Central Missouri Electric Cooperative, Inc. (“CMEC”) and Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“EMW”), each by and through counsel, and for their Stipulation and Agreement (“Stipulation”) resolving this docket in its entirety, respectfully state as follows:

A. BACKGROUND

1. On September 19, 2025, Central Missouri Electric Cooperative, Inc., a Missouri Rural Electric Cooperative Corporation filed its Application requesting an order “Approving Designated Service Boundaries.”
2. The Application requested the Commission to establish CMEC as the exclusive electric service provider to a proposed development on an approximate 207-acre parcel located at 27701 Hackberry Drive, Sedalia, Missouri 65301, in Pettis County, Missouri, (“the Property”) and owned by Prairie Hollow Development Company, LLC, (“PHDC”).
3. On September 19, 2025, the Commission entered an Order directing Staff to file a recommendation no later than October 20, 2025. The Commission Order limited applications to intervene to be filed no later than October 3, 2025.
4. On September 22, 2025, Evergy Missouri West, Inc. d/b/a Evergy Missouri West filed its Application to Intervene. Intervention was granted on October 16, 2025.
5. On October 17, 2025, Staff requested an extension until November 19, 2025, to

complete and file its recommendation. The Commission approved the request on October 17, 2025.

6. On November 19, 2025, Staff filed its Status Report requesting that the Commission order a suspension of the Staff Recommendation and order CMEC and EMW to either file a stipulation and agreement or a status report by December 12, 2025.

7. On November 19, 2025, the Commission suspended the Staff Recommendation and ordered the parties to file a stipulation or status report no later than December 12, 2025.

8. On December 10, 2025, Staff filed its Status Report requesting that the Commission extend the deadline for CMEC and EMW to either file a stipulation and agreement or a status report until February 12, 2026 and suspend Staff's required report and order.

9. On December 11, 2025, the Commission entered an Order waiving the 120-day requirement of Section 386.800(3) RSMo. and directing the parties to file a stipulation or a status report no later than February 12, 2026.

10. On February 11, 2026 CMEC and EMW filed a Joint Status Report wherein the parties reported regarding the status of negotiations, final map and legal descriptions for the affected property. CMEC and EMW jointly requested that the Commission order a stipulation and agreement or status report be filed on or before April 24, 2026.

11. On February 11, 2026, the Commission entered an Order directing the parties to file a stipulation or a status report no later than April 24, 2026.

12. On April 23, 2026 CMEC and EMW filed a Joint Status Report wherein the parties reported regarding the status of negotiations, final map and legal descriptions for the affected property. CMEC and EMW jointly requested that the Commission order a stipulation and

agreement or status report be filed on or before June 26, 2026.

13. On April 23, 2026, the Commission entered an Order directing the parties to file a stipulation or a status report no later than June 26, 2026.

14. CMEC and EMW have concluded negotiations, finalized the maps and legal descriptions of the affected property, and have reached agreement on resolving this case. As outlined in detail below, EMW has agreed to the relief sought in CMEC's application in this docket in consideration of CMEC's and EMW's agreement on the terms and conditions of a Territorial Agreement, which is attached hereto and incorporated herein by this reference as Appendix 1.

B. STIPULATED TERMS

15. EMW agrees and consents to an order of the Commission granting CMEC the relief sought by CMEC's application in this docket, by which CMEC will be the exclusive electric service provider for the Prairie Hollow subdivision, the legal description of which is set forth in Appendix F to CMEC's application.

16. Furthermore, CMEC and EMW agree to the terms and conditions of Appendix 1 hereto, which allocates to each EMW and CMEC certain exclusive service areas in portions of Pettis County, Missouri.

17. CMEC and EMW agree that the allocation of the Prairie Hollow subdivision to CMEC is not detrimental to the public interest. Likewise, EMW and CMEC agree that the allocation of the exclusive service areas outlined in Appendix 1 hereto to each other is not detrimental to the public interest.

C. GENERAL PROVISIONS

18. This Stipulation is being entered into solely for the purpose of settling the issues in this docket. No signatory waives any claim or right which it may otherwise have with respect to any

matter not expressly provided for herein. No signatory will be deemed to have approved, accepted, agreed, consented, or acquiesced to any substantive or procedural principle, treatment, calculation, or other determinative issue underlying the provisions of this Stipulation except as otherwise specifically set forth herein. Except as specifically provided herein, no signatory shall be prejudiced or bound in any manner by the terms of this Stipulation in any other proceeding, regardless of whether this Stipulation is approved.

19. This Stipulation has resulted from extensive negotiations among the signatories and the terms hereof are interdependent. In the event the Commission does not approve this stipulation, or approves it with modifications or conditions to which a signatory objects, then this Stipulation shall be null and void, and no signatory shall be bound by any of its provisions.

20. If the Commission does not approve this Stipulation unconditionally and without modification, and notwithstanding its provision that it shall become void, neither this Stipulation, nor any matters associated with its consideration by the Commission, shall be considered or argued to be a waiver of the rights that any signatory has for a decision in accordance with Section 536.090, RSMo., or Article V, Section 18 of the Missouri Constitution, and the signatories shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this Stipulation shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any further purpose whatsoever.

21. If the Commission unconditionally accepts the specific terms of this Stipulation without modification, the signatories waive, with respect only to the issues resolved herein: their respective rights (1) to call, examine and cross-examine witnesses pursuant to Section 536.070(2),

RSMo.; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo.; (3) their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo.; (4) their respective rights to seek rehearing pursuant to Section 386.500, RSMo.; and (5) their respective rights to judicial review pursuant to Section 386.510, RSMo. These waivers apply only to a Commission order respecting this Stipulation issued in this above-captioned proceeding, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this Stipulation.

22. The signatories shall also have the right to provide, at any agenda meeting at which this Stipulation is noticed to be considered by the Commission, whatever oral explanation the Commission requests, as does Staff and OPC. The signatories' oral explanations shall be subject to public disclosure, except to the extent they refer to matters that are privileged or protected from disclosure pursuant to the Commission's rules on confidential information.

23. This Stipulation contains the entire agreement of the signatories concerning the issues addressed herein.

24. This Stipulation does not constitute a contract with the Commission and is not intended to impinge upon any Commission claim, right, or argument by virtue of the Stipulation's approval. Acceptance of this Stipulation by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigative or other power which the Commission presently has or as an acquiescence of any underlying issue. Thus, nothing in this Stipulation is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.

25. The signatories agree that this Stipulation, except as specifically noted herein, resolves

all issues in this case, and that the agreement and its exhibits should be received into the record without the necessity of any witness taking the stand for examination or the admission into the evidentiary record of any pre-filed written testimony of their witnesses.

WHEREFORE, CMEC and EMW respectfully request that the Commission approve this Stipulation and the Territorial Agreement attached hereto as Appendix 1 and grant any other and further relief as it deems just and equitable.

Respectfully submitted,

/s/Andrew Sporleder

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by electronic mail, or First-Class United States Postal Mail, postage prepaid, on this 25th day of June 2026, to all counsel of record.

/s/ Andrew Sporleder